

CHAPTER 2

EMPLOYMENT, PLACEMENT, AND PAY

SECTION 201 SELECTION OF SALARY AND WAGE RATES

Ref: (a) 5 CFR 531
(b) 5 CFR 532
(c) DOD Priority Placement Program Operation Manual

1. Purpose. To establish policy and procedures on the use of the highest previous rate and superior qualification provision for setting civilian salary and wages in accordance with references (a) through (c).

2. Definitions

a. Highest previous rate is the highest actual rate of basic pay previously paid to a person while employed in a position in a branch of the Federal Government (executive, legislative, or judicial), a government corporation, as defined in 5 U.S.C. 103; the United States Postal Service/Postal Rate Commission, or the government of the District of Columbia, regardless of whether or not the position was subject to the General Schedule (GS) or to the Federal Wage System (FWS) rate schedules.

b. Rate of basic pay, for GS, is the rate of pay fixed by law or administrative action for the position held by an employee before any deductions and exclusive of additional pay of any kind. For FWS, it is the scheduled rate of pay plus any night or environmental differential.

c. In-hire rate based on superior qualifications is the rate above the minimum rate of the appropriate GS when justified by the selectee's superior qualifications.

3. Background. In accordance with CPIs 531 and 532-1, it is the Department of the Navy's policy not to use a step above the minimum step required by law or regulation unless it is in the interest of the government to authorize an exception. In no case will there be an "automatic" placement in the highest permissible rate; i.e., management must first review the rate to be set in light of the needs of the command by assessing the

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quality of the employee, equity among employees, and availability of funds. Management may also authorize pay above the minimum rate for a specific GS grade for a new appointee based on superior qualifications under provisions of reference (a).

4. Policy

a. Highest Previous Rate

(1) It is the policy of the Command that where a step above the minimum rate is permissible, such a rate will be authorized only after the following factors have been considered:

(a) The amount and recency of the selectee's experience, education and training that are directly related to the requirements of the position.

(b) The quality of the selectee as judged by appraisals, ratings, awards and recommendations received, etc.

(c) Morale factors, such as, internal alignment and equity among employees, supervisory pay relationship, etc.

(d) Needs of the command.

(e) Availability of funds.

(2) For placement of DOD employees separated or scheduled to be separated by reduction-in-force (RIF) through PPP, provisions of reference (c), Chapter 6, apply.

(3) This policy does not apply to employees being reassigned under management directed reassignment or reassignment by RIF in lieu of separation. These employees will be reassigned at their current rate of pay. All other employees who are subject to highest previous rate provisions will be advised of the rate at which their pay may be set when a reassignment offer is made.

(4) Unless otherwise excluded, the highest previous rate may be based on a rate received under an appointment of 90 days or more or for a continuous period of 90 days under one or more

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appointments without a break in service, or a temporary promotion of one year or more. For temporary promotions of one year or more, highest previous rate may be used to reset an employee's pay at his/her permanent grade upon return to his/her permanent grade.

(5) Highest previous rate may not be based on:

(a) A temporary promotion of less than one year, except upon permanent placement in a position at the same or higher grade;

(b) Service under a supervisory/managerial probationary period when the employee fails to complete the probationary period; or

(c) A special rate in a reassignment to a non-special rate position in the same agency, unless the special rate of pay is the employee's current rate of pay and the official designated to make such determinations finds that the need for the services of the employees and his/her contribution to the program of the agency will be greater in the position to which he/she is being reassigned. Such determinations will be on a case-by-case basis and in each case the activity will make a written record of its positive determination to use the special rate as an employee's highest previous rate.

b. Superior Qualifications Appointments

(1) May be made for a new appointment or by reappointment of a candidate with a break in service of at least 90 calendar days from the last period of Federal employment or employment with the District of Columbia (other than).

(a) Employment in a cooperative work-study program under a Schedule B authority (Student Career Employment Program); or

(b) Employment that is neither full-time employment nor the principle employment of the candidate.

(2) Before considering a superior qualifications appointment, an agency must consider the possibility of offering a recruitment bonus under 5 CFR 575.

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(3) Documentation must be established to allow reconstruction of a superior qualifications appointment. Documentation must include:

(a) The superior qualifications of the individual or special need of the activity that justified use of this authority.

(b) The factors considered in determining individual's existing rate of pay and the reason for setting pay at a rate higher than that needed to match existing pay.

(c) Reason(s) for authorizing an advanced in-hire rate of pay instead of or in addition to a recruitment bonus.

5. Responsibilities

a. Human Resources Service Center, Pacific Region (HRSC-PR) will:

(1) Determine for each new employee (except as indicated in paragraphs 4b above) the minimum salary rate required by law or regulations.

(2) Where appropriate, determine the higher permissible rate based on the highest previous rate provisions.

(3) Provide the information to the selecting official via the HRO Advisor.

(4) Process any action approved for highest previous rate.

(5) Maintain sufficient documentation to allow reconstruction of the action taken in each case. The records must document the method by which the appropriate level of pay was determined.

b. The selecting official will:

(1) Ensure that pay rates are set in accordance with the policy set forth above.

(2) If the selectee is eligible for a pay rate above the minimum step and if the higher rate is being authorized, forward required written justification to HRSC-PR via the servicing HRO Advisor for processing.

(3) For recommendation of an advance in-hire rate based on superior qualifications, provide written justification and related documentation addressing requirements in paragraph 4b(3) above and forward to the servicing HRO Advisor.

c. HRO Advisor will:

(1) Provide technical advice and guidance and assist activity officials in the preparation of required documentation, as requested.

(2) Review and ensure documentation/justification for advance in-hire rates comply with requirements of paragraph 4 above.

(3) Upon confirmation that all requirements for a request of an advance in-hire rate have been met, forward approval and related documents to HRSC-PR for processing.

(4) Maintain records for each request.

SECTION 202 SECURITY INVESTIGATIONS AND CLEARANCES

Ref: (a) 5 CFR Part 732
(b) SECNAVINST 5510.30A

1. Purpose. To set forth Civilian Personnel Security Program responsibilities and establish procedures for appointments to sensitive positions.

2. Policy

a. Civilian personnel whose work requires access to classified material or work sites are required to have appropriate security clearances. However, the number of personnel shall be kept to a minimum and access limited to a need-to-know basis in order to reduce the possibility of compromise.

b. Employees are required to have only the level of clearance appropriate for the level of security actually required.

c. As part of the employment process, the Human Resources Service Center, Pacific (HRSC PAC) will initiate the National Agency Check and Inquiry (NACI) using the SF-85/86 form. The results will serve as the basis for making suitability determinations for federal employment and for granting confidential and secret clearances by the Central Adjudication Facility (CAF). Requests for further background investigations for Top Secret, Cryptographic, or Special Investigation clearances must be initiated by the activity, as well as OPNAV 5510/413 (Rev. JAN 1994) (Exhibit I).

3. Discussion. References (a) and (b) provide policy and procedural instructions on civilian personnel security program requirements and delineate those responsibilities which are vested with each employing activity. These responsibilities include: designating the sensitivity of each civilian position either as critical-sensitive (CS), noncritical-sensitive (NC-S), or nonsensitive using criteria prescribed by reference (b) (also refer to Section 311); requesting appropriate security investigations on each civilian employee; and, in an emergency, authorizing appointments prior to completion of appropriate

investigations provided applicable criteria have been met. A specific delineation of responsibilities is provided in Appendix A.

4. Action

a. HRSC PAC will:

(1) Ensure that civilian personnel security responsibilities assigned to HRSC PAC by Appendix A are carried out in accordance with reference (b).

(2) In those cases where adverse determinations may be warranted, ensure that CAF transmittals or letters of intent are promptly forwarded to the activity for appropriate action.

b. Activity will ensure that:

(1) Responsibilities delineated and assigned to the activity by Appendix A are carried out in accordance with reference (b).

(2) Written authorization to invoke emergency appointment provisions is made only in those instances where criteria specified in reference (b) are met.

APPENDIX A

DELINEATION OF RESPONSIBILITIES ASSIGNED TO ACTIVITY SECURITY
MANAGERS/HRSC PAC FOR CIVILIAN PERSONNEL SECURITY PROGRAM

<u>RESPONSIBILITIES</u>	<u>ACTIVITY</u>	<u>HRSC PAC</u>
1. Serve as principle advisor to the Commanding Officer on any matter which may directly affect the Security of his/her command.	(Security Mgr) X	
2. Designate civilian positions as sensitive or nonsensitive and ensure that the sensitive positions are made a matter of record.	X	
3. Request appropriate investigations on each civilian employee, and/or verify existing security status with former employers.		
a. SF-75 data or previous records.		X
b. NACIs.		X
c. OPNAV 5510/413 (Rev. JAN 1994)	X	
d. BIs, SBIs, etc.	X	
4. Grant access. Suspend or restrict access to classified information or assignment to sensitive duties when an individual is the subject of allegations or information which call into question his or her eligibility for such access or assignment or while denial/revocation of clearance/assignment is being considered.	X	
5. Transmit correspondence from and to CAF and civilian employees concerning adverse personnel security determinations.	X	X

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<u>RESPONSIBILITIES</u>	<u>ACTIVITY</u>	<u>HRSC PAC</u>
6. Ensure civilians who have been denied Security clearances or have had a clearance revoked by CAF are not assigned to or retained in sensitive positions.	X	
7. Complete and sign Security Clearance/Determination Request and Authorization (OPNAV 5520/20) (Exhibit II) and Forward copy to HRSC PAC via HRO CNR for filing in the Official Personnel Folder (OPF).	X	
8. File OPNAV 5520/20 on the right side of the OPF.		X
9. File the SF-85/SF-86 (with applicable SF-171) in accordance with Table 3E of the Guide to Personnel Recordkeeping.		X
10. Maintain central file of all emergency appointments for review by security and personnel management evaluators.	X	
11. Ensure employees complete OPNAV 5511/14 prior to separation if they have had access to classified material. The completed forms will be forwarded to HRSC PAC for filing in the OPFs.	X	
12. Obtain and review local records check and other applicable local records to determine whether emergency appointment provisions may be invoked. Complete and forward to HRSC PAC a copy of OPNAV 5520/20 which grants initial interim clearance.	X	

EXHIBIT I

PERSONNEL SECURITY ACTION REQUEST			
PART I - SUBJECT INFORMATION (Items 1 Thru 8 must be completed for all requests)			
1. Name (Last, First, Middle)	2. SSN	3. Grade/Rank	4. Designator/MOS/RATING
5. Status	6. Former Maiden Name/Aliases	7. Date of Birth (YYYYMMDD)	8. Place of Birth
(Items 9 thru 11 required when requesting SCI eligibility determination)			
9. Date and Place of Current Marriage (YYYYMMDD)		10. Date and Place of Divorce (YYYYMMDD)	
11. Citizenship of: a. Parents: _____ b. Brothers: _____ c. Sisters: _____ d. Spouse/Cohabitant: _____ e. Children: _____			
PART II - LOCAL SECURITY REQUIREMENTS			
12. U.S. Citizenship verified: <input type="checkbox"/> YES <input type="checkbox"/> NO			
13. Local Records Check Accomplished: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable (ATTACH ANY UNFAVORABLE COMMENTS)			
14. Subject has continuous service with no break greater than 24 months verified: <input type="checkbox"/> YES <input type="checkbox"/> NO			
PART III - NOTIFICATION OF COMMAND ACTION			
15. <input type="checkbox"/> Final <input type="checkbox"/> Interim <input type="checkbox"/> Top Secret <input type="checkbox"/> Secret <input type="checkbox"/> Confidential clearance granted IAW OPNAVINST 5510.1H requirements.			
16. Personnel Security Investigation mailed to DIS on (YYYYMMDD): _____			
17. Subject's clearance and access were administratively lowered without prejudice to: <input type="checkbox"/> No Clearance <input type="checkbox"/> Confidential <input type="checkbox"/> Secret			
18. Suspended subject's access for cause to: <input type="checkbox"/> SCI Only <input type="checkbox"/> All Classified Information on (YYYYMMDD): _____ (ATTACH DETAILS)			
19. Other: _____			
PART IV - DONCAF ACTION REQUESTED			
20. Determination Requested: <input type="checkbox"/> Confidential <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> SCI Eligibility <input type="checkbox"/> TIS (YYYYMMDD) _____ (CIVILIAN) <input type="checkbox"/> Non-Critical Sensitive <input type="checkbox"/> Critical Sensitive <input type="checkbox"/> Special Sensitive			
21. Other: _____			
PART V - ADMINISTRATIVE			
22. Remarks/Enclosures			
23. Requesters Complete Mailing Address:		24. UIC/RUC/OPFAC (SUBMITTING): _____	
		25. UIC/RUC/OPFAC (RETURN): _____	
		26. NSG Asset: <input type="checkbox"/> YES <input type="checkbox"/> NO	
27. Date	28. Name, Grade/Rank, Title and DSN/Commercial Number		29. Signature

INSTRUCTIONS FOR COMPLETING OPNAV 5510/413

1. NAME: Last name in all CAPS, omit commas, hyphens, periods, apostrophes or blanks within the name.
2. SOCIAL SECURITY NO: Use hyphens after the 3rd and 5th digits.
3. GRADE/RANK: Self-explanatory.
4. DESIGNATOR/MOS/RATING: 1630, 1100, 0211, IS1, CTTCS, RM2, etc.
5. STATUS: Use one of the following codes:

B - Active Duty Enlisted	I - NAF Employee	N - Academy Cadet	V - Consultant
C - Active Duty Officer	J - Civilian Educator	Q - Nato	W - Non-DoD Affiliated
D - Reserve Enlisted	K - Contractor	R - Civilian Temporary/Seasonal/Co-op	X - Officer Candidate
E - Reserve Officer	L - General/Flag Officer	S - Delayed Entry Program	Z - Unknown
H - Civilian Employee	M - ROTC - Cadet	T - Retired General/Flag Officer	5 - Warrant Officer - Active
		U - Foreign National Employee	6 - Warrant Officer - Reserve
6. FORMER/MAIDEN NAMES/ALIASES: If no other names enter "None".
7. DATE OF BIRTH: Year, month and day.
8. PLACE OF BIRTH: Enter state if US born; city and country if foreign born. Specify part of country if politically divided (e.g., North or South Korea).
9. DATE AND PLACE OF CURRENT MARRIAGE: Year, month and day, and city and state. (SCI ONLY)
10. DATE AND PLACE OF DIVORCE: Year, month and day, and city and state. (SCI ONLY)
11. CITIZENSHIP OF PARENTS, BROTHERS, SISTERS, SPOUSE/COHABITANT/CHILDREN. (SCI ONLY)
12. U.S. CITIZENSHIP VERIFIED: Check Yes or No.
13. LOCAL RECORDS CHECK ACCOMPLISHED: Check Favorable or Unfavorable. If there is unfavorable information, provide details under item 22 or on an addendum sheet.
14. SUBJECT HAS CONTINUOUS SERVICE WITH NO BREAK GREATER THAN 24 MONTHS VERIFIED: Check Yes or No.
15. INTERIM/FINAL CLEARANCE GRANTED TO TOP SECRET/SECRET/CONFIDENTIAL: Check Interim or Final and check either Top Secret/Secret or Confidential.
16. PERSONNEL SECURITY INVESTIGATION MAILED TO DIS ON: Date package forwarded to DIS; year, month and day.
17. SUBJECT'S CLEARANCE AND ACCESS WERE ADMINISTRATIVELY LOWERED WITHOUT PREJUDICE TO: Check the appropriate answer.
18. SUSPENDED SUBJECT'S ACCESS FOR CAUSE TO: Check either SCI Only or All Classified. Provide year, month and day of suspension and provide detailed information either under item 22 or on an addendum sheet.
19. OTHER: To be used for changes such as name or status or to advise that an individual who has security clearance eligibility without access has been moved to a non-sensitive position.
20. DETERMINATION REQUESTED: Check ALL the determinations that are required. Civilians will usually have at least two requested actions checked (e.g., position sensitivity and clearance) and requests for SCI should also indicate clearance level required (as well as position sensitivity if civilian).
21. OTHER: If other than clearance, identify action required.
22. REMARKS/ENCLOSURES: If space is sufficient, provide details from items 13 and/or 18. Also use this space to provide an unclassified "Statement of Urgency and Justification" for non-routine requests for SCI eligibility or any other narrative necessary to support your request.
23. REQUESTERS COMPLETE MAILING ADDRESS: When results are to be returned to the Submitting Command/Unit, provide the complete mailing address of Submitting Command/Unit, also enter UIC/RUC/OPFAC in item 24. When the Submitting Command/Unit is requesting a clearance for a Gaining Command/Unit, provide the complete mailing address of the Gaining Command/Unit, also enter UIC/RUC/OPFAC in item 25, if known.
24. UIC/RUC/OPFAC (SUBMITTING): UIC of Submitting Command/Unit.
25. UIC/RUC/OPFAC (RETURN): UIC of Command/Unit requiring final eligibility message.
26. NSG ASSET: If the individual is in a Naval Security Group Billet, check Yes.
27. DATE: Self Explanatory.
28. NAME, GRADE/RANK, TITLE, AND DSN/Commercial No: Self Explanatory.
29. SIGNATURE: Self Explanatory.

EXHIBIT II

CERTIFICATE OF PERSONNEL SECURITY INVESTIGATION, CLEARANCE AND ACCESS								PLEASE TYPE
PART I - IDENTIFICATION DATA								
Name			Date of Birth		Place of Birth		SSN	
Status <input type="checkbox"/> OFFICER <input type="checkbox"/> ENLISTED <input type="checkbox"/> CIVILIAN			Grade		Service		Service Date	
Citizenship Verified								
<input type="checkbox"/> U. S. NATIVE			<input type="checkbox"/> U. S. NATURALIZED _____ (Certificate Number)					
<input type="checkbox"/> IMMIGRANT ALIEN _____ Registration Number			<input type="checkbox"/> PHILIPPINE NONIMMIGRANT ALIEN (See Comment)					
PART II - RECORD OF INVESTIGATION								
TYPE	AGENCY	DATE	CASE CONTROL NO.	TYPE	AGENCY	DATE	CASE CONTROL NO.	
PART III - RECORD OF CLEARANCE								
DATE	CLEARANCE (Indicate Interim or Final)	BASIS/DATE	CERTIFYING COMMAND (Signature, Typed Name and Command)			REMARKS		
DATE: _____ COMMENTS								
Copy to: (Mr. Pers. only) NAVY - Chief of Naval Personnel (PERS 81) MARINE CORPS - Commandant of the Marine Corps								

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SECTION 203 NEW EMPLOYEE ORIENTATION AND PLACEMENT FOLLOW-UP

1. Purpose. To provide for initial new employee orientation and to establish a placement follow-up program.

2. Objectives

a. Initial new employee orientation, an important aspect of job adjustment, successful job performance, and effective on-the-job training, is the role of the supervisor in introducing the employee to the new job and the work environment. If initial orientation is properly conducted, the supervisor can contribute materially in achieving a smooth integration of the new employee into the work force. The supervisor can also determine the type of instruction and training needed to make the employee productive and effective as soon as possible.

b. Placement follow-up is the practice of determining whether an employee is successfully performing the duties of a new position, evaluating adjustment to the new job and its environment, and deciding whether any subsequent action is required. For new permanent hires, it also contributes in the decision of whether or not the new employee will successfully complete the one-year probationary period for continued employment in the Federal service (refer to Section 204). As a result, the supervisor may assist in bringing about improved job adjustment, planning for additional or special training, or recommending that the employee be reassigned or separated. The supervisor also assists the HRO CNR by evaluating the effectiveness of qualification requirements and recommending possible improvements in selection techniques. Supervisors will complete Exhibit I or II, as applicable, upon entrance on duty.

c. Employee comments on Exhibit III provide a means to assure the orientation and placement follow-up process is effective.

3. Procedures

a. Human Resources Services Center (HRSC) Pacific initiates Exhibits I, II, and III for new employees. Exhibit I is to be used for new permanent employees. Exhibit II is to be used for temporary employees. New employees will complete Exhibit III 60 to 90 days after initial placement.

b. Human Resources Office, Commander Navy Region Hawaii
(HRO CNR)

(1) Follows through on items where appropriate personnel action is required to correct an adverse condition.

(2) Counsels employees who have expressed dissatisfaction and/or, when contacted, assist management determine what course(s) of action that can be taken to resolve adverse issues.

c. Activity

(1) Each new employee is required by Department of the Navy regulations to receive a new Employee Orientation, normally a two-hour session, and is accomplished as follows:

(a) ensure employee is advised how and/or where (computer-based at http://www.hawaii.navy.mil/HRO/New_Employee/NewEmpOrientation.pps or on-site) training is being conducted;

(b) record and document completion of training; and

(c) transmit information electronically to HRSC-PAC, Code 30 for input into DCPDS.

(2) Supervisors will complete Section B of Exhibit I for permanent hires, or Exhibit II for temporary/term appointments, within the employee's first week on the job. The supervisor should use this opportunity to make this new job transition as pleasant as possible for the new employee; brief the employee on the standards of performance expected; and decide on the most effective method of training the employee needs to assume the duties and responsibilities of the job as soon as possible. The supervisor will also inform career-conditional employees about the one-year probationary period, explaining that it is considered to be the final examination for career-conditional status.

(3) Between 60 and 90 days, the supervisor will complete Section C of Exhibit I. When the evaluation and recommendation has been completed, the supervisor will advise the employee of the results during a brief interview. If the employee has been performing well and has adjusted well to the new work situation, the supervisor will use this opportunity to tell the employee. If performance is marginal or unsatisfactory and/or conduct and

general behavior is undesirable, the employee must be so advised. In such cases, the supervisor must decide upon a course of action. Additional training may be needed or the employee may simply need an opportunity to discuss problems that have developed. On the other hand, the employee may have demonstrated inability to do the work or failure to adjust to the work situation, and more severe action may be required. Supervisors should not attempt to counsel employees with respect to serious personal or emotional problems that require guidance or treatment from professionally trained counseling personnel. If the supervisor feels that assistance from HRO CNR is needed, he/she will indicate the type of assistance on Exhibit I and personally contact the CNR HRO Advisor and/or Labor Advisor.

(4) When the orientation and placement follow-up is completed, it will be maintained by the supervisor. Follow-up should be completed no later than 90 days after the employee reported for duty.

(5) Supervisors will provide Exhibit III to the new employee to complete no later than 90 days after hire.

(6) Coordinate with CNR HRO to initiate appropriate personnel action if adverse action is indicated.

4. Responsibility. Responsibility for effective utilization of personnel rests on the immediate supervisor. However, this responsibility can only be met if the supervisor receives support from upper management. Each activity is responsible for monitoring the orientation and placement follow-up process.

EXHIBIT I

DEPARTMENT OF THE NAVY
 Human Resources Service Center
 PACIFIC
 178 MAIN STREET, BLDG 499
 HONOLULU, HI 96818-4048

ORIENTATION/PLACEMENT FOLLOW-UP CHECKLIST	SUSPENSE DATE _____
NAME _____	POSITION _____
EOD _____	ACTIVITY _____

This check sheet insures that a newly appointed employee completes processing and is given an opportunity for an orientation discussion with management upon entrance on duty (EOD). It serves also as a placement follow-up 60 to 90 days after the employee's initial placement to determine effectiveness of the placement, and whether there is a need for training or other appropriate action to overcome any weakness in employee's performance. **CHECK EACH ITEM. IF AN ITEM IS NOT APPLICABLE, INDICATE "N/A."**

SECTION A: For completion by HRSC, Pacific employee to indicate that employee has completed all processing forms for assignment to position.

SIGNATURE: _____ **DATE:** _____

SECTION B: For completion by either employee's immediate supervisor or activity's authorized representative that discussion with the employee on topics that include but not limited to the following:

	YES	NO
1. Location/Employees' Official Bulletin Board		
2. Location/Assignment of locker room		
3. Location of restrooms and water fountain		
4. General layout of shop or office		
5. Location of tool room		
6. Issue of tools, including protective equipment		
7. Location of eating places		
8. Location of materials and supplies section		
9. Issue of Base Pass, parking and Base Stickers for cars		
10. Hours of work and shift, lunch period		
11. Bond pledge		
12. Safety Program, reporting injuries, medical treatment		
13. Beneficial Suggestion Program/location of forms		
14. Policy/approving authority to request annual/sick leave		
15. Table of disciplinary offenses and penalties; grievance procedures		
16. Employment/promotion opportunities; application through the Department of Navy Civilian Hiring Automated Recruitment Tool system at https://chart.donhr.navy.mil		
17. Call-in requirements		
18. Shop committees		
19. Name of activity union (if any) and composition of the unit		
20. Give employee a copy of the union agreement (if any)		
21. Provide name of activity EEO Officer and refer employee to the activity official bulletin board for EEO Program information		
22. Mission of activity		
23. Employee's place in activity		
24. Duties and supervisory controls over position		
25. Give employee a copy of his/her job/position description and performance standards.		
26. Rating/reviewing official for job performance/within-grade increases		
27. Date of first salary payment and pay periods		
28. Where and how to muster, if applicable		
29. Introduction to co-workers		
30. Training programs for employees		
31. Welfare and recreation activities		
32. Security briefing (if required)		

DISCUSSION HELD ON: _____ SIGNATURE OF MANAGER: _____

SECTION C: For completion by supervisor 60 to 90 days after employee's assignment.

	YES	NO
1. Has employee been given an orientation discussion described in Section 1?		
2. Is the employee performing his/her duties satisfactorily?		
3. Has employee's performance been discussed with employee?		
4. Is the employee's attitude toward his/her job acceptable to management?		
5. Have employee training needs been determined and documented?		
6. Has any training needed to perform the job better been provided?		
7. Are you satisfied with your selection for this position?		

8. **REMARKS:** For items above marked "No" and for any recommendations for improvement for a more effective selection process.

THIS FORM SHOULD BE RETAINED BY THE EMPLOYEE'S SUPERVISOR

EXHIBIT II



DEPARTMENT OF THE NAVY

Human Resources Service Center
PACIFIC
178 MAIN STREET, BLDG 499
HONOLULU, HI 96818-4048

TEMPORARY/TERM APPOINTEE CHECKLIST

The purpose of this list is to provide an outline to follow in welcoming and systematically orientating new employees on temporary/term appointments. Check applicable item to be sure that the new worker has been given all the information that is needed.

EMPLOYEE'S NAME	POSITION TITLE/SERIES/GRADE
-----------------	-----------------------------

EOD & APPT NTE DATES	ACTIVITY (Department/Office, Division, Branch, Code)
----------------------	--

HUMAN RESOURCES SERVICE CENTER, PACIFIC REGION confirmation. New hire has completed all processing forms for temporary/term appointment.

HRSC REPRESENTATIVE SIGNATURE/DATE

- ☐ Functions of shop or office and personnel section.
- ☐ Assignment and location of locker room and restroom.
- ☐ Hours of work and shift.
- ☐ Passes.
- ☐ Parking and base stickers.
- ☐ Lunch period.
- ☐ Annual, emergency and sick leave requests.
- ☐ Reporting injuries.
- ☐ Medical treatment.
- ☐ Bond pledge.
- ☐ Beneficial suggestions.
- ☐ Date first paycheck will be received and pay periods.
- ☐ Accident prevention.
- ☐ Safety talk.
- ☐ Performance ratings and within grade increases, if applicable.
- ☐ Table of disciplinary offenses and penalties.
- ☐ Call-in requirement.
- ☐ Explain tool issue system including protective equipment.
- ☐ Grievance procedure.
- ☐ Advise who activity EEO Officer is and availability of EEO Program information on the activity official bulletin board.
- ☐ Inform employee nature of the union having exclusive recognition (if any) and composition of the unit.
- ☐ Give employee copy of the union agreement (if any).
- ☐ Shop committees.
- ☐ Duties and supervisory controls over position.
- ☐ Give employee a copy of job/position description and performance standards (if applicable).
- ☐ Training.
- ☐ Department of Navy employment application opportunities through the Navy Civilian Hiring Automated Tool system at <https://chart.donhr.navy.mil>

ACTIVITY REPRESENTATIVE/DATE

THIS FORM SHOULD BE RETAINED BY THE EMPLOYEE'S SUPERVISOR

EXHIBIT III

DEPARTMENT OF THE NAVY
Human Resources Service Center
PACIFIC
178 MAIN STREET, BLDG 499
HONOLULU, HI 96818-4048

ORIENTATION/PLACEMENT FOLLOW-UP CHECKLIST	SUSPENSE DATE: _____
NAME: _____ EOD: _____	POSITION: _____ ACTIVITY: _____

This form gives you, a newly appointed employee, the opportunity to provide comments on the orientation discussion and placement follow-up you have had with management 60 to 90 days after your initial placement. **CHECK EACH ITEM. IF AN ITEM IS NOT APPLICABLE, INDICATE "N/A."**

	YES	NO
1. Do you have a copy of your PD and performance standards?		
2. Did you read your PD and performance standards?		
3. Did your supervisor discuss with you how you are expected to perform your duties in relation to your PD?		
4. Do you feel that your PD accurately describes the duties you are performing?		
5. Do you understand all phases of your work? If no, have you asked your supervisor to explain them?		
6. Do you feel free to contact your supervisor for guidance, if needed?		
7. Do you feel that your supervisor has given you sufficient guidance to perform your duties?		
8. Do you understand the "call-in" requirement?		
9. Are you satisfied with your job/working conditions?		
10. Do you know where to get Beneficial Suggestion forms?		
11. Do you know who your activity EEO Officer is?		
12. Do you know where you can find EEO Program information?		
13. Are you aware of government training opportunities?		
14. Employment/promotion opportunities:		
a. Are you aware of the Department of Navy Civilian Hiring Automated Recruitment Tool system application process.		
b. Do you understand promotion procedures?		
c. Do you believe you will get fair consideration for promotions?		
d. Do you believe promotions usually go to the best qualified?		
15. Have you prepared an Individual Development Plan and discussed it with your supervisor?		
16. What employment goals do you have (answer below in remarks)?		

REMARKS: Please explain here items above marked "NO."

THIS FORM SHOULD BE RETAINED BY THE EMPLOYEE'S SUPERVISOR

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SECTION 204 PROBATIONARY PERIOD FOLLOW-UP

Ref: (a) 5 CFR Subpart H
(b) 5 CFR Subpart I
(c) CPI 315.9

1. Purpose. To provide procedures for evaluating the following employees during the probationary period prescribed in references (a) through (c):

a. Employees entering the Federal service by competitive appointment.

b. Newly appointed supervisors and managers in the competitive service except for appointments to the Senior Executive Service (SES).

c. Employees in the competitive service except SES appointments who are temporarily appointed, promoted or assigned for a period scheduled to exceed six months to a supervisory or managerial position.

2. Discussion

a. An employee entering the Federal service by competitive appointment must serve a one-year probationary period that is used to observe their conduct and performance of actual duties. During the probationary period, employees may be terminated from the service without extensive administrative proceedings if circumstances warrant. Thus, when properly employed, the probationary period provides protection against the retention of any person who, in spite of having passed any preliminary tests, is found in actual practice to be lacking in fitness and capacity to acquire permanent Federal government status. (Refer to Section 410 for additional information.)

b. Newly appointed supervisors and managers are required to satisfactorily complete a one-year probationary period. The probationary period is a part of the selection process and is intended to bridge the gap between perceived potential and actual performance. It provides an opportunity to assess the new supervisor's or manager's development on the job and to return the employee to a non-supervisory or non-managerial position without undue formality and extensive procedures,

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should circumstances warrant. Although the probationary period is for one year, an employee may be returned to a non-supervisory or non-managerial position at any time during the probationary period when an evaluation of the employee's performance reveals supervisory or managerial deficiencies which make him or her unsuitable for continued employment in the position as follows:

(1) An employee may be assigned or changed to lower grade to any non-supervisory or non-managerial position for which qualified at no lower grade and pay than the one the employee left to accept the supervisory or managerial position.

(2) An employee who accepted a Change to Lower Grade into a supervisory or managerial position requiring a probationary period is entitled to be assigned to a non-supervisory or non-managerial position at the same grade and pay as the position in which he/she was serving probation. The employee is eligible for repromotion consideration in accordance with provisions in Section 207.

c. If, upon initial appointment, an employee is required to serve both a supervisory or managerial probationary period and a one-year probationary period as an extension of the examining process following initial appointment into the Federal service, the latter takes precedence and completion of the probationary period for competitive appointment fulfills the requirements of reference (b).

d. Employees who are temporarily appointed, promoted or assigned to a supervisory or managerial position, which is scheduled to exceed six months, are required to serve a probationary period.

3. Procedures for Employees Entering the Federal Service by Competitive Appointment

a. Human Resources Service Center, Pacific (HRSC-PAC) will:

(1) forward DCPDS generated new Federal appointee Trial or Probationary Service forms to HRO CNR;

(2) upon return, file completed recommendation forms.

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b. Human Resources Office, Commander Navy Region Hawaii
(HRO CNR) will:

(1) forward to supervisors Trial or Probationary Service forms for completion no earlier than the beginning of the ninth month of the probationary period;

(2) provide activity guidance and assistance as requested;

(3) return completed recommendation forms to HRSC-PAC.

c. Activity supervisors will:

(1) observe closely the employee's conduct, general character traits, and job performance;

(2) provide guidance and understanding if the employee has problems adjusting to the work situation, including consideration for job-related training as warranted (see Section 503;

(3) try to determine the employee's potential for successful government work;

(4) initiate action to terminate the employee if it becomes apparent after a full and fair trial, that the employee's conduct, general character traits, or capacity are not fit for satisfactory service; such action will be taken as soon as these facts become apparent and, in any event, in sufficient time for the employee to be notified prior to the expiration of the probationary period that he/she would not be retained. Requirement for written certification does not restrict a supervisor's authority and responsibility to initiate termination or reassignment action earlier than the ninth month if the circumstances so warrant (see Section 410 for procedures to terminate an employee prior to completion of the one-year probationary period);

(5) return to HRO CNR, through channels, the completed Trial or Probationary Service forms no later than the end of the tenth month of the probationary period.

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4. Procedures for Newly Appointed Supervisors and Managers

a. HRSC-PAC will:

(1) forward DCPDS generated Supervisory/Managerial Probationary Service forms to Code 30, Training Division to review official training records and determine the extent of past supervisory/managerial training and education; forward results of the review to the activity with instructions on the preparation of an Individual Development Plan (IDP); upon receipt, file approved final IDP in employee's training record;

(2) when making job offers, Code 50, as applicable, will advise employee of requirement for a probationary period, its duration, and entitlement to placement if the probationary period is not successfully completed;

(3) document appropriate probationary period requirement remark on the Standard Form (SF) 50;

(4) when applicable, upon receipt of a Request for Personnel Action (RPA) for removal from the position because of supervisory or managerial deficiencies, issue SF-50 to be effective no later than the last date of the probationary period.

b. HRO CNR will:

(1) when making job offers, confirm need to serve a Supervisory or Managerial probationary period with HRSC-PAC and advise/counsel selectee accordingly;

(2) ensure that responsible officials develop performance standards;

(3) as requested, assist officials when recommendation is to remove employee from the position due to managerial or supervisory deficiencies;

(a) discuss employee's placement entitlement;

(b) prior to issuance, review that the letter of employee's removal from the position is in compliance with reference (b);

(c) when applicable, ensure the RPA is accurately completed before transmitting to HRSC-PAC for action to include that the effective date be no later than the last day of the probationary period and attach supporting documents, if any.

c. Supervisors will:

(1) develop, discuss and provide written performance standards to probationers upon initial appointment, promotion or assignment to the supervisory or managerial position;

(2) develop an IDP specifying the kind and duration of supervisory/managerial training needed and forward a copy of the final approved IDP to HRSC-PAC, Code 30;

(3) provide training in managerial/supervisory skills as soon after the appointment as possible to assist probationers in achieving an acceptable level of performance prior to the expiration of the probationary period; such training must emphasize elements upon which the new supervisor or manager will be evaluated for retention in the position;

(4) observe closely employee's progress and job performance and advise probationers of their progress based on the written performance standards;

(5) no later than the beginning of the ninth month of the probationary period, complete the recommendation form whether to retain employee in the position or to return employee to a non-supervisory or non-managerial position and return to HRO CNR.

d. Department heads or organizational equivalents will (if employee is to be removed from position). (Refer to Section 410 for additional information.):

(1) determine/recommend through chain of command position employee is entitled to be assigned in accordance with paragraph 2b above;

(2) issue letter, after HRO CNR review, notifying employee of removal from the position, the reasons, and what non-supervisory or non-managerial position employee will be assigned to;

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(3) ensure RPA and supporting document(s), if any, are submitted to HRO CNR for placement action.

5. Pay of an employee who is returned from a supervisory/managerial position to his/her former grade will be set to match as closely as possible what the employee would have been paid had he/she not been promoted.

6. Appeals and Grievances

a. The return of an employee to a non-supervisory or non-managerial position for reasons related to supervisory or managerial performance is not appealable and is not grievable under the DON administrative grievance procedures. Demotions for other reasons, such as acts of misconduct, are adverse actions and are processed accordingly.

b. Allegations of prohibited discrimination for any non-merit reasons are processed under discrimination complaint procedures with final action appealable to the Equal Employment Opportunity Commission. Allegations of discrimination due to marital status or political affiliation made by an employee discharged during an initial probationary period are appealable to the Merit Systems Protection Board.

SECTION 205 USE OF TEMPORARY AND TERM APPOINTMENTS

1. Purpose. To provide documentation requirements when submitting requests to fill temporary and term positions.
2. Background. 5 CFR Part 316 provides the following guidance on temporary and term appointments:

- a. Temporary Appointment: To meet an administrative need for temporary (one year or less) employment, e.g., when funding and workload levels are uncertain.

- b. Term Appointment:

- (1) To positions expected to last longer than one year.

- (2) Reasons for using the term authority include, but are not limited to: carrying out special projects; staffing new or existing programs of limited duration; positions undergoing a commercial activity review or activities which are in the process of being closed; or temporarily replacing permanent employees who have been assigned to another position, are on extended leave, or who have entered military service.

Extensions of temporary and term appointments are authorized provided they do not exceed two and four years of service, respectively; thereafter, OPM approval is required. For temporary appointments, the position may not have previously been filled by temporary appointment(s) for an aggregate of two years within the preceding three-year period.

3. Procedures. When submitting a Request for Personnel Action (RPA) for temporary or term appointments (including extensions), provide the reason(s) for filling the position in the notepad. In addition, managers must certify on the RPA for temporary appointments that the position has not previously been filled by temporary appointment for an aggregate of two years within the preceding three-year period. Sample statement as follows: "I hereby certify that this is a true temporary position and that it has not been filled by a temporary appointment for an aggregate of two years in the preceding three year period. Reason for hire: (state reason)."

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SECTION 206 DETAILS

1. Purpose. To establish procedures and controls for personnel details in accordance with 5 CFR 300, Subpart C and Civilian Personnel Instruction (CPI) 300.8-A.

2. Definition. A detail is a temporary assignment of an employee to a different position or set of duties for a specified period of time with the clear understanding that the employee is not officially reassigned, but continues to occupy the position of record and shall return to that position upon completion of the detail. "Acting" assignments designated by any method are details for the purposes of this section. Employees do not have to be qualified for the position to which detailed, except for any minimum educational, licensure or certification requirement prescribed in the Office of Personnel Management (OPM) Qualification Standard Operating Manual.

3. Policy. It is the policy of the commands to utilize the detail procedure only to meet temporary needs for services that cannot be obtained by other desirable or practicable means. The use of the detail procedure shall be kept to a minimum. Circumstances under which details are justified are the following:

- a. Emergency conditions occasioned by abnormal workload or as a result of changes in mission or organization.
- b. Absence of an employee on extended leave.
- c. Pending establishment of a new position.
- d. Pending recruitment and pending official assignment.
- e. For training purposes.
- f. Pending security clearance.

4. Permissible Actions

- a. An employee who has served three months since the employee's latest non-temporary competitive appointment may be detailed for a period not to exceed 120 days to a different line of work at the same or lower grade level, or to unclassified

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duties and may be extended in increments of 120 days for up to one year with prior approval of the activity head or designee. Non-competitive details to a higher grade level position or to a position at the same level with known promotion potential will initially not exceed 120 days and may be extended competitively for up to one year with prior approval of the activity head or designee, or for a maximum of two years for details to positions (same, lower or higher grade level) in an organization undergoing a Commercial Activity (CA) study. Further extensions beyond these limitations, under extenuating circumstances, require OPM approval.

b. With the exception of newly hired employees who suffer on-the-job injury and are detailed to light duty, an employee who has not completed the three months time after competitive appointment requirement may only be given an emergency detail of 30 calendar days or less.

c. A detail to a position with the same title, series, grade, and basic duties (and no higher promotion potential) as the regular position may be made without time limitations and without any documentation. Since details of this nature do not present qualification, classification, or pay problems, a temporary or permanent reassignment should be considered.

d. Temporary employees may be detailed to another position in the activity if the position meets the criteria for temporary employment. Details of temporary employees are subject to the same time limits and documentation requirements as details of permanent employees.

e. Excepted service employees in other than GS/GM positions may be detailed in increments of 120 days with prior approval of the activity head.

5. Restrictions

a. No details will be made to evade the principles of recruitment through open competitive examinations, the merit promotion plan, or to circumvent position classification requirements.

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b. An employee who is serving under an excepted appointment may not be detailed to a position in the competitive service without prior approval from OPM.

6. Classification Requirements. A detail is predicated on a bona fide intent to return the employee to the position from which he/she is detailed. Otherwise, prompt action is required to have the new assignment classified, if not already done, and to change the employee's classification (refer to Section 303, paragraph 2e) to correspond to the work to which assigned. If final classification of the work assigned results in a higher level than the official grade held by the employee, filling of the position may be subject to merit promotion plan procedures.

7. Documentation Requirements. A Request for Personnel Action (RPA) is required to effect, extend and terminate details as follows (Exhibit I):

a. Details of 31 days or more of a competitive service employee to a higher graded position to assure that employee receives appropriate credit for performing higher level duties. Documentation is not required for other types of details that are for 120 days or less.

b. Details and extensions, thereof, of employees in excess of 120 days regardless of grade to a different line of work.

c. Details to unclassified duties in excess of 30 days (refer to paragraph 8b(3) below).

RPAS should reach CNR HRO sufficiently in advance of effective/termination dates to allow for timely processing and issuance of notification to the employee.

8. Responsibilities/Action

a. Activity Department Heads are responsible for work assignments within their jurisdiction, prevention of misassignments, and keeping details within the shortest practicable time limits.

b. Supervisors are responsible for:

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(1) Initiating requests for detail, normally 7 days prior to the effective date.

(2) When applicable, requesting extensions of details beyond 120 days no later than one month prior to the expiration date of the original detail, including documentation of any preceding detail, if not previously recorded via RPA, to ensure time limits are not exceeded.

(3) Preparing a brief task list or paragraph describing the duties and attaching it to the RPA (see Exhibit II) for detail to unclassified duties in excess of 30 days. When proposing to detail an employee covered by a Collective Bargaining Agreement (CBA) to unallocated/unclassified duties, officials should carefully examine the nature of the duties since the CBA may require a temporary promotion, if qualified, (vice a detail), whenever directing an employee to perform higher graded duties.

(4) Terminating details as soon as the needs no longer exists, and in no case later than the expiration of the approved period. The employee will return to his/her official position at the end of the detail, unless a personnel action permanently placing the employee in the position to which detailed, or any other position, is effected prior to the scheduled expiration date of the detail.

(5) Establishing performance plan critical elements and related performance standards for details or temporary promotions expected to last 120 days or more (see Section 413, paragraph 7c(3)).

c. CNR HRO is responsible for:

(1) Reviewing and taking appropriate action on requests for details.

(2) Ensuring all documentation, regulatory, and procedural requirements are met.

(3) Furnishing technical advice and guidance concerning detail processes.

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(4) When circumstances warrant, obtaining prior approval from OPM.

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EXHIBIT I

DETAIL TO:	TIME LIMITATIONS (Calendar Days)		OTHER REQUIREMENTS AND PROVISIONS
	INITIAL PERIOD	EXTENSIONS	
1. Unclassified duties.	120 days or less	May be extended up to a total of 1 year in increments of 120 days.	Extensions beyond 1 year require OPM approval, which is granted only in unusual situations. If an extension is not approved, continuation of the details can only be to an officially classified position.
2. Same or lower graded positions	120 days or less	May be extended up to a total of 1 year in increments of 120 days.	Prior approval from OPM is required for extensions beyond 1 year.
3. Higher graded positions or positions known promotion potential	120 days or less	May be extended up to a total of 1 year in increments of 120 days under competitive procedures.	Beyond 120 days requires the application of merit staffing procedures. (Details to higher grades and temporary promotions during the preceding twelve months count toward this limitation). Prior OPM approval is required for details beyond 1 year.

- NOTE:
- (a) Employees do not have to meet the qualification requirements for the position to which detailed, except for any minimum educational, licensure and/or certification requirement.
 - (b) Extensions of details to the same, lower or higher grade level may be extended for a maximum of 2 years in an organization undergoing a CA study (refer to paragraph 4a above).
 - (c) A RPA must be forwarded to HRO for all details of 121 days or more; extensions; or terminations of details.
 - (d) A RPA must be forwarded to HRO for details to higher graded positions of 31 to 120 days.

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- (e) Time limits are shown in calendar days.
- (f) Where applicable, refer to current negotiated agreements for rules applicable to positions/employees covered by Collective Bargaining Agreements.

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EXHIBIT II

POSITION DESCRIPTION FOR DETAIL ASSIGNMENT	
(Complete blocks 1-9 and attach to any SF-52 requesting Detail assignment to unclassified duties.)	
(1) Employee Being Detailed; Last, First Name, MI: Title: Series/Grade:	(2) Beginning Date: (3) Ending Date:
(4) Name and Location of Organization:	
(5) Briefly describe the Principal Duties and Responsibilities: (Use reverse if more space is needed)	
(6) Identify under what and whose supervision the work will be performed:	
(7) Will the work involve supervising others? NO <input type="checkbox"/> YES <input type="checkbox"/> % of Time: ____ (If YES, list those supervised by Title, Series and Grade: Briefly describe the supervisory responsibilities:	
(8) Identify the paramount knowledge(s) required to do the work:	
(9) Identify ANY SPECIAL QUALIFICATIONS required to do the work (e.g., qualified typist; CDL or other license; confined space qualified, etc.)	
Presumptive Classification:	

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SECTION 207 MERIT PROMOTION PLAN (MPP)

Ref: (a) 5 CFR, Part 335
(b) CPI 335

1. Purpose. To establish merit promotion policies and procedures in accordance with references (a) and (b).
2. Scope. This plan covers graded and ungraded positions in the competitive service (except for Senior Executive Service) and will be followed in filling such positions at commands serviced by HRO CNR Pearl. Where this MPP conflicts with provisions of applicable collective bargaining agreements (CBAs), the provisions of the CBA will be followed.
3. Definitions
 - a. Appointable Employees within the Area of Consideration. Appointable means career or career-conditional employees, employees serving under Veterans Readjustment Appointments (VRAs) and temporary employees with reinstatement or VRA eligibility.
 - b. Area of Consideration (AOC). The geographic and/or organizational area in which the activity directs its search for candidates (where it is anticipated that a sufficient number of quality candidates can be located and from which candidates' applications will be accepted). Automatic consideration will be given to activity employees who are absent due to military furlough or entitled to statutory restoration rights.
 - c. Best Qualified Candidates. Those eligible candidates who rank at the top when compared with other candidates and who are referred to the selecting official on a merit promotion certificate.
 - d. Certificate of Eligibles. A list of candidates who are referred to the selecting official for final consideration.
 - e. Change to Lower Grade (CLG). The change of an employee to a position in a lower grade when both the old and the new positions are under the General Schedule or same pay plan; or to a position with a lower representative rate when the old and the new positions are under different pay plans.

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f. Crediting Plan. A plan containing specific job elements against which an applicant's knowledge, skills and abilities (KSAs) can be measured element for element. Each element includes definitions, point values, and examples to identify the relative worth of different kinds of experience and training.

g. Detail. A temporary assignment of an employee to a different position for a specified period with no change in pay.

h. Evaluation of Candidates. A process of assessing candidates' qualifications for a vacancy and the degree to which they possess the KSAs needed for successful performance in the job to be filled.

i. Job Analysis. A systematic process of analyzing and documenting information about a specific position or group of like positions to provide a job-related basis for candidate evaluation.

j. Known Promotion Potential. Positions with known promotion potential are those from which subsequent promotions can be made. These include: (1) positions filled at a grade (or grades) below the established or anticipated grade level; (2) career ladder positions; (3) trainee positions; and (4) understudy positions.

k. Noncompetitive Candidate. A candidate who may be considered for a position without having to go through the competitive merit promotion process, e.g., reassignment or CLG Eligibles.

l. Position Change. A promotion, reassignment or change to lower grade of an employee within an agency. A position change may involve a change of activity or post of duty.

m. Promotion. The change of an employee to a position at a higher grade within the same pay plan; or to a position with a higher representative rate when the old and the new position are under different pay plans.

n. Qualified/Eligible Candidates. Applicants who meet the minimum qualification standard for the position, including any appropriate selective factors, and all legal and regulatory requirements.

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o. Quality Ranking Factor. KSA which is important, but not essential, for successful performance. It permits making further qualitative distinctions among basically eligible candidates.

p. Ranking. The evaluation process used to identify the best-qualified candidates to be referred for selection.

q. Rating. The process of determining whether a candidate meets minimum qualification standards and eligibility requirements for a particular position.

r. Reassignment. The change of an employee from one position to another without promotion or change to lower grade within component or agency, e.g., within Navy.

s. Register. A list of all eligible promotional candidates who have applied in response to a specific announcement or submitted his/her resume into STAIRS.

t. Representative Rate. Fourth step of a grade in the General Schedule (GS) and comparable GM positions and second step of a grade in the Federal Wage System (FWS).

u. Selecting Official. The activity designated representative who has authority to make final selection.

v. Selective Placement Factors. KSA(s) that are essential for satisfactory performance on the job and become a part of the minimum qualification requirements for a position. The following are examples of appropriate selective factors for determining basic eligibility when the factors are essential for successful job performance:

(1) Ability to speak, read and/or write a language other than English.

(2) Knowledge pertaining to a specific program or mission, when it cannot readily be acquired after promotion.

w. Summary Factor (SF). A combined KSA that includes all of the essential requirements of a position, e.g., "ability to do the work of the position without more than normal supervision."

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x. Transfer. The movement of a career/career-conditional employee between competitive positions from one Federal agency to another without a break in service of one full workday.

4. General Provisions

a. The identification, qualification, evaluation and selection of candidates shall be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap or age; and shall not be based on any criterion that is not job-related.

b. Supervisors and public officials as defined in 5 CFR Part 310 are prohibited from participating in any portion of any selection process if a relative is under consideration. Neither supervisors nor public officials may advocate the selection of a relative. This does not preclude a supervisor from responding to an appraisal on a relative, provided the supervisor refrains from advocating selection and annotates the relationship on the form.

(1) Advocating would also include the referral of an application of a relative for consideration for employment, promotion, etc.

(2) If a relative of the selecting official is among the candidates certified for selection, he/she must disqualify himself/herself and the selection authority exercised at a higher level in the chain of command.

c. Management reserves the right to fill a position by other methods which may be used concurrently or to the exclusion of the merit promotion process, e.g., selections from OPM registers, the Reemployment Priority List (RPL), or DOD Stopper Lists; selections of noncompetitive candidates; appointments made under VRA or handicapped authorities.

d. Vacancies may be postponed, canceled, increased or filled on a temporary basis in order to meet an activity's staffing needs and provided merit promotion requirements are met.

e. All actions are subject to the mandatory provisions of the DOD Priority Placement Program.

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f. Positions for which DOD and/or DON have established career programs will be filled in accordance with the procedures and requirements specified in the applicable career program instructions.

5. Responsibilities

a. Each activity head has the overall responsibility of establishing and operating a sound merit promotion program within the organization under his/her jurisdiction in accordance with OPM, DOD and DON policies. The activity head or representative(s) will designate employees or positions to serve as selecting officials and approve formal recruitment requests.

b. Managers and supervisors are the personnel managers of the Navy and, as such, are accountable for the end result, i.e., fair and equitable treatment of promotional candidates without regard to non-merit factors, fair and open competition, and evaluation and selection based on KSAs. In exercising this responsibility, managers and supervisors will comply with the provisions of this plan; promptly inform HRO CNR Pearl of anticipated staffing needs; and as required or desired, identify, recruit, and evaluate candidates.

c. When used, evaluation and selection advisory panel members designated by the selecting official will consist of subject matter experts or expert workers who have knowledge of the duties and requirements of the position and will adhere to EEO principles and applications.

d. HRO CNR Pearl will provide advice and staff support to managers and supervisors in accomplishing their responsibilities. This will include coordinating, developing and administering this plan; establishing and maintaining a system to identify and refer employees entitled to prior consideration; notifying selected applicants; and maintaining all required documentation.

e. Employees will keep informed of the provisions of the MPP and promotional opportunities and file a resume into the Navy-wide HRSC Civilian Hiring and Recruitment Tool (CHART) application inventory system along with any other documents requested when applying for consideration either as a merit promotion or noncompetitive candidate.

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6. Coverage. Unless excluded under paragraph 7, competitive procedures established by this plan apply to the following actions.

- a. Promotion or transfer to a higher grade.
- b. Position change, transfer or reinstatement to a position with more promotion potential than one previously held on a permanent basis in the competitive service.
- c. Reinstatement to a higher grade than any attained under a non-temporary appointment in the competitive service, except for the reinstatement of a former SES employee.
- d. Temporary promotions of more than 120 days (prior service under all temporary promotions and details to higher graded positions during the previous 12 months count toward this limitation).
- e. Selection for detail of more than 120 days to either a higher graded position or to a position with more known promotion potential (prior service during the 12 months under non-competitive time-limited promotions count toward the 120-day total).
- f. Term promotions.
- g. Selection for training required for promotion.
- h. Selection of a person from the RPL for a position at a higher grade than that from which separated.

7. Exclusions

a. Activities will exclude the following actions from the competitive requirements of this plan:

(1) Promotion resulting from the upgrading of a position without a significant change in the duties and responsibilities due to the issuance of new classification standards, or the correction of an initial classification error.

(2) Position change permitted by RIF regulations (this includes assignment to a position with more promotion potential).

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b. Activities are not required to use competitive procedures for any of these following actions:

(1) Promotion of an employee whose position is classified at a higher grade level due to the addition of duties, when major duties of the employee's old position are absorbed into the new position and the former is canceled, the new position has no known promotion potential, and the additional duties do not adversely affect another encumbered position.

(2) Temporary promotions of not more than 120 days or, if exceeding 120 days, where employee meets exception criterion of paragraph 7b(4) or 7b(5) below.

(3) Details of not more than 120 days to higher graded positions or to positions with known promotion potential.

(4) Promotion of an employee who is entitled to prior consideration (see paragraph 8b).

(5) Appointment of a reinstatement eligible, transfer, or promotion of a Federal employee to any position and/or grade level for which qualified and which does not exceed the highest grade level previously held on a permanent basis in the competitive service (except when demoted or separated from that grade because of deficiencies in performance or "for cause" reasons).

(6) Reinstatement or position change of any Federal permanent employee to a position having no higher promotion potential than that held or previously held on a permanent basis in the competitive service (except when demoted or separated from that grade because of deficiencies in performance or "for cause" reasons).

(7) Technical promotion of an employee to a position with a representative rate that is the same or lower than that of the position currently held.

(8) Career promotions of employees when competition was held at an earlier date either through appointment from an OPM/delegation of authority register or through merit promotion

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procedures (including initial appointment and subsequent promotions of students in cooperative education programs and in the Federal Junior Fellowship Program). An activity may make successive noncompetitive promotions of such an employee until the full performance level of the career series or occupation is reached.

(9) Placement (i.e., if qualified, reassignment or repromotion to a grade level previously held on a permanent basis) in lieu of disability retirement.

(10) Reinstatement of a former SES appointee with competitive status to any position for which qualified.

8. Procedures

a. Time-limited Promotion

(1) Unless exempted under paragraph 7b(2), non-competitive time-limited promotions may only be made if the employee has not, during the preceding 12 months, served a cumulative total of 120 days in either details to a higher graded position or other time-limited promotions. Time served in competitive time-limited promotions does not count toward the 120-day limitation.

(2) A time-limited promotion must have a definite not-to-exceed date. Time-limited promotions need not be in one year increments and may be extended up to a total of five years. Extensions beyond five years are subject to prior OPM approval. Return to the position from which promoted, or to a different position of equivalent grade and pay, is not subject to adverse action or RIF procedure.

(3) A time-limited promotion is not to be used as a means of training or evaluating an employee in a higher graded position.

(4) Whenever possible, activities will forward Requests for Personnel Action (RPAs) noncompetitive time-limited promotion to HRO CNR Pearl at least 20 working days prior to the proposed effective date in order to ensure timely processing of such actions.

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(5) RPAs for noncompetitive time-limited promotions will include the following statement which must be read and signed by the employee being temporarily promoted: "I understand that I am being temporarily promoted to the position identified in item 15 due to _____ (give reason for the temporary promotion). I also understand all of the following: (a) the promotion will last approximately ____ days and may be terminated at any time earlier at the convenience of the activity; (b) extension of this temporary promotion beyond 120 days may be subject to merit promotion procedures; (c) upon completion of this assignment, I will be returned to my former position, or to a different position of equivalent grade and pay, and this return will not constitute an adverse action."

b. Prior consideration. Except for placement of employees with statutory or regulatory rights, employees who are entitled to prior consideration for placement must be referred before action can be taken to fill a permanent position either competitively or non-competitively. Employees referred under these provisions are entitled to bonafide consideration before other means of recruitment are initiated. There is no entitlement to selection. Order of consideration will be as follows:

(1) Activity employees under Civil Service Reform Act (CSRA) grade and pay retention

(a) These employees must be referred for each position for which they are fully qualified at the grade and pay plan from which demoted. They may also be referred, if interested and available, to positions for which fully qualified below the saved grade level or level from which demoted and above the level of the position to which currently assigned.

(b) Demotion must not be for reasons stemming from personal cause or at the employee's request. Specifically, this entitlement is not extended to employees who accept a change to lower grade to enter trainee or developmental positions or to those employees who accept a change to lower grade as a result of solicitation for hard-to-fill positions.

(c) Declination of a valid offer at an intervening grade will terminate the employee's entitlement to consideration

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at that grade level; however, the employee will continue to receive prior consideration under these provisions for higher grades up to and including that from which downgraded.

(d) Eligibility for prior consideration under this provision terminates when the entitlement to pay/grade retention terminates.

(2) Employees who did not receive proper consideration for a prior promotion action due to procedural, regulatory, or program violation

(a) These employees are entitled to prior consideration for the next appropriate vacancy for a period not to exceed one year.

(b) Entitlement to prior consideration will be established by reconstruction of the promotion action in question to determine whether the employee was adversely affected during the merit promotion process. For example, if the employee was not in the best-qualified group upon reconstruction, he/she was not adversely affected by the violation and no prior consideration would be granted.

(c) An appropriate vacancy is a similar type of position in the same activity and same pay system as the position for which the employee failed to receive proper consideration; one for which the employee would be ranked in the best-qualified group and one at the same grade level with no higher potential than the position for which consideration was lost.

(3) DOD Priority Placement (PPP) registrants in priority groups 1, 2, and 3. Procedures, policies and guidelines provided in DOD PPP Operations Manual apply in the registration and referral of these registrants.

c. Method of locating candidates

(1) Area of Consideration (AOC)

(a) The minimum AOC when filling vacancies under the competitive process may be a subdivision within an activity.

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However, an AOC established must be in accordance with career and other special program requirements; be broad enough to ensure the availability of high quality candidates but also narrow enough to avoid an excessive number of applicants; and provide for the successful accomplishment of Affirmative Employment Plan goals.

(b) Consideration will be given to activity employees within the AOC who are absent due to LWOP (except those who have relocated to accompany sponsor to a new duty station), military furlough, or entitled to statutory restoration rights. For employees with USERRA eligibility, refer to Exhibit III.

(2) Management identification of candidates. This procedure may be used when the AOC is limited to either the activity or a subdivision of the activity at which the vacancy exists. The vacancy need not be formally advertised. Use of this method requires that the selecting official have sufficient knowledge of all potential candidates' background to ensure an informed selection is made. The activity must submit a request for personnel action to HRO CNR and shall include a job analysis (Exhibit I) that can be prepared with the assistance of HRO CNR. A check will be made to ascertain whether there is/are any candidate(s) entitled to prior consideration and the clearance of ASARS before this option may be invoked. If there are none, or after they have been cleared, an organization roster will be prepared which includes the name, title, series, grade level and organizational location of the employees in the activity or subdivisions (refer to Exhibit III relative to USERRA eligibles, if any). Also, request(s) for temporary promotion may be made permanent without further competition if the RPA was initially submitted as such; this fact will be included on the coversheet of the MID certificate.

(3) Vacancies announced by HRSC Pacific. Normally, vacancies will not be announced. Candidates will be pulled from the RESUMIX inventory system based on whether their skills listed on their resume match that of the subject position.

(4) Acceptance of applications

(a) Applications will be accepted from the following qualified/eligible employees within the AOC.

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1. Career/career-conditional candidates.
2. Veterans Readjustment Appointment (VRA) candidates. [NOTE: Initial VRA authority appointment consideration is restricted to positions at or below GS-11, WG-11 or equivalent levels in another pay system.]
3. Employees with reinstatement eligibility.
4. Veterans Employment Opportunity Act (VEOA) candidates.
5. Special Hiring Authority candidates.

(b) Regardless of the AOC, applications will be accepted from eligible spouses of relocating active duty military members during the 30 days prior to and through the 6 months following the sponsor's relocation to the commuting area and DOD civilians eligible in accordance with other applicable hiring authorities.

(c) An application may be rejected if it is not from an appointable candidate; with the exception of paragraph 8c(4)(b) above, it is from a candidate outside the AOC; it lacks sufficient information upon which to make a qualifications determination; it contains falsified information; or it is received after the closing date of the announcement/listing.

(d) Employees with a disability serving under Schedule A appointments are not eligible for consideration under the competitive procedures; however, those who are qualified may be referred separately to the selecting official. If selected, the position occupied will become excepted for the duration of the incumbency or until the employee is converted to a career or career-conditional appointment.

d. Qualifications

(1) For GS positions, eligible candidates must meet all legal, regulatory and minimum qualification standards prescribed or approved by OPM plus any appropriate selective factor(s) considered essential for immediate satisfactory performance on the job.

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(2) For WG positions, to be minimally qualified, candidates must meet all legal and regulatory requirements and possess minimum skill requirements identified by management for successful performance on the job.

e. Evaluation Procedures

(1) Candidates identified to be minimally qualified may be further evaluated against criteria to determine whether he/she is 'best qualified.' HRO CNR and/or management will develop best qualifying criteria applicable to the vacant position. Regardless of the number of candidates, evaluation procedures must:

(a) Use assessment measures, such as experience, education, training, awards, and annual performance ratings.

(b) Include job analysis (see Exhibit I) to determine pertinent KSAs and, when using MID process to identify best qualified candidates, establish a Quality Ranking Factor (QRF) or Summary Factor (SF), as applicable (see Part I to Exhibit I).

(c) Be applied uniformly.

Provided above requirements are met, evaluation procedures used for any given recruitment action may vary according to the number of applicants, type of position, and other relevant considerations.

(2) Evaluation plans that may be used include:

(a) An existing crediting plan which used either a 4-point or 5-point system provided it has been certified as current by the subject matter expert (SME) or selecting official.

(b) A new crediting plan certified by the SME or selecting official using the 3-point system: 3 points (Above Fully Successful Level); 2 points (Fully Successful Level); and 1 point (Minimally Successful Level). The SME will provide a narrative definition of the kinds of experience, training and education, if applicable, for the 2-point level. During the evaluation rating process an extrapolation of the 1- and 3-point levels may be assigned as applicable.

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If a crediting plan is used, the best qualified candidates will be governed by that point at which a break point naturally occurs or may otherwise be justified.

(3) Evaluation criteria may also be developed through the RESUMIX automated system. Skills listing(s) for the vacant position provided by the SME or selecting official are matched against the system to identify eligible candidates. When a skills listing is not available, or cannot be matched with STAIRS, the system will generate a job analysis based on the position description and other relevant material and extracts a skills list that is forwarded to the SME or selecting official for review and certification. In other instances, the SME or selecting official may be contacted by HRO CNR to identify applicable skills.

(4) Noncompetitive candidates are not competing for promotions and need not be evaluated under this plan.

(5) Evaluators.

(a) Regardless of the method used, candidates may be evaluated by the selecting official, a personnel official, or any qualified management designee. Selecting officials are not prohibited from serving as the sole rater.

(b) Rating/ranking panels are not recommended or required unless imposed by special program requirements, e.g., for certain career programs. A decision to use a panel should be based on the grade level, importance and sensitivity of the position, technical resources available, cost, and number of vacancies. When used, panel membership must be in accordance with special program requirements, major command instructions, applicable CBAs, and activity policy.

(c) When used, rating, ranking and selection advisory panels will adhere to EEO principles and applications.

f. Referral Procedures

(1) Promotional candidates are certified in alphabetical order.

(2) Noncompetitive candidates may be referred for consideration at any time during the recruitment process, e.g., before competitive candidates are rated and ranked.

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(3) Selecting officials will be furnished all information (i.e., resumes, supplemental questionnaires, current performance rating, etc.) on certified candidates.

g. Selection

(1) The selecting official is entitled to select any certified candidate using job-related criteria, to non-select all candidates, or to select from other sources at any time during the recruitment process. Each selecting official must be aware of and adhere to principles of equal employment opportunity (EEO) and to assure that both evaluation and selection procedures conform to EEO guidelines. When filling supervisory or managerial positions, selecting officials must give consideration to candidate's demonstrated willingness to support the EEO program.

(2) Interviews are at the discretion of the selecting official and/or in accordance with activity/command policy. All, some, or none of the candidates certified for consideration may be interviewed. If a decision is made to conduct interviews, Exhibit II is furnished for guidance.

9. Release of Employees/Effective Dates

a. Employees selected for a vacancy will be released as follows:

(1) Promotion (temporary or permanent) within the activity; permanent to another activity/agency; detail to a higher graded position or to a position with known promotion potential within the activity; or reassignment or change-to-lower-grade position with known promotion potential within the activity - must be released within two weeks from date of notification unless a later date is agreed to by the gaining activity/component, but in no instance later than 30 days.

(2) Reassignment, change-to-lower-grade or detail to same or lower grade:

(a) Within the activity. Normally within two to four weeks; however, the time may be extended by mutual agreement between the selecting and releasing officials. If disputes arise, the release date will be determined by a common superior whose decision will be governed by what is in the best interest of the activity.

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(b) To another activity. Release within 30 days unless there is a mutual agreement between the two activities.

(3) To overseas or continental United States activities. Within 45 days unless there is mutual agreement between the two activities.

b. A position change cannot be made effective before the position has been classified, the employee has met legal and qualification requirements, and applicable advance notice requirements have been met if the position change involves reduction in grade or pay.

10. Documentation. A case file of each competitive promotion sufficient to allow reconstruction of the promotion action will be maintained by HRCS Pacific for a period of two years or until an OPM evaluation is made (whichever comes first). The DON will retain cases involving discrimination complaints for two years after final disposition. All other documentation requirements will be in compliance with reference (b) and other applicable regulations.

11. Disclosure of Merit Promotion Information

a. Disclosure of information must be in accordance with the Privacy and Freedom of Information Act.

(1) First consideration shall be given to protection of the privacy of the individuals concerned.

(2) All candidates will have equal access to information on merit promotion processes and procedures, types and levels of qualifications required, creditable experience, job-related evaluation criteria and their own test scores (if used) and ratings on job-related criteria.

(3) Care shall be taken to ensure that information that might give some candidates an unfair advantage is not released.

b. Once selection is made, candidates may be informed of whether or not they were in the group from which selection was made and who was selected.

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c. Test material, identifiable material on other candidates, any information which would be an invasion of privacy, and "Internal Qualification Guides" which supplement the OPM Handbook X-118C or activity plans which copy or reference these guides will not be released.

12. Grievances. Matters of dissatisfaction are to be resolved under applicable grievance or complaint procedures (see Section 408 for further information).

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EXHIBIT I

JOB ANALYSIS DOCUMENTATION

Activity:

Position Title/Series/Grade:

Position Description #:

Major Duties from PD:

Knowledge, Skills, and Abilities (KSAs):

Special Requirements (if any):

ASARS Codes:

SME Signature/Date

Personnel Advisor/Date

NOTE: If request for recruitment is for a Management Identification (MID) Certificate of Eligibles, complete Part I of this documentation process and submit to HRO with the final Job Analysis Document. A MID certificate of eligibles will not be issued unless Part I is submitted.

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Part 1 to Exhibit I: Complete this form when requesting for a MID Certificate

DEVELOPMENT OF QUALITY RANKING FACTOR (QRF) CRITERIA

Activity:

Position Title/Series/Grade:

Position Description Number:

RPA Number:

Based on the certified knowledge, skills and abilities established during the job analysis (JA) process for above position, the following QRF and evaluation criteria, thereto, will be used to distinguish the best qualified candidates.

QRF Title: KSA(s) #(s): (insert applicable KSA number or develop QRF title using a combination of KSAs)

Evaluation Criteria:

Kind of Experience:

Kind of Training and/or Education:

Kind of Performance Appraisals/Awards:

Signature of Selecting Official or SME/Date

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Part 2, Exhibit I

MEMORANDUM

From: (Selecting Official Name and Code)

To: HRSC-PAC, Code _____

Via: CNR HRO Personnel Advisor

Subj: MANAGEMENT IDENTIFICATION MERIT PROMOTION EVALUATION
CRITERIA FOR SELECTEE; (fill in position title/series/
grade; and RPA#)

Ref: (a) MID Certificate No. (fill in number) dated _____

(b) QRF Documentation dated _____

1. Pursuant to reference (a), (name of selectee) is selected for subject position. Based on reference (b), the following documents my evaluation of selectee's experience and credentials that deems him/her (circle one) as best qualified.

Selectee's overall background that meets/exceeds established criteria and therefore considered best qualified:

Job experience the selectee has that meets established criteria:

Education/training the selectee possess that meet established criteria:

Award(s)/performance appraisal(s) selectee received that meet established criteria:

2. (Name of individual) is designated as an alternate selectee; attached is evaluation documentation for items in paragraph 1 above. (If no alternate selection to be made, so state.)

Selecting Official Signature/Date

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EXHIBIT II

GUIDELINES FOR DEVELOPING INTERVIEW QUESTIONS

1. Avoid the following types of questions:
 - a. Leading questions that suggest the "proper" answer to the applicant, such as "That was a boring job, wasn't it?"
 - b. Questions or comments that are non-neutral and reveal your attitudes, such as, "That's a good reason to change jobs."
 - c. Questions with only one right answer.
 - d. Multiple choice questions.
 - e. Questions that require the applicant to look at a diagram, symbol, schematic, etc.
 - f. Questions that can be answered with only a "yes" or "no" (closed questions).
 - g. Questions about marital plans or status, spouse's occupation, children and arrangement for care of children.
 - h. Questions about the applicant's race, age, political affiliation, or religious beliefs.
 - i. Questions which are different for male and female applicants or any one group of applicants.
 - j. Questions regarding union affiliation or membership status.
2. Ask the following types of questions:
 - a. Questions that will assist the applicant in expressing ideas and feelings in a frank and honest manner.
 - b. Questions which follow-up on key thoughts (i.e., ideas, opinions, or experiences expressed by the applicant that appear to the interviewer to have an important bearing upon the matter under discussion).

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c. Questions that require a more elaborate response than merely a "yes" or "no" (open ended questions).

d. Questions that will elaborate on job-related items not sufficiently described in the application or attachments.

3. Questions not related to the job are inappropriate and can be a basis for grievances or discrimination complaints.

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EXHIBIT III

Ref: (a) Uniformed Services Employment & Reemployment Rights Act (USERRA), Public Law 103-353
(b) 5 CFR 335
(c) 5 CFR 353

In accordance with above references, the following process for promotional opportunity consideration within an activity, maintenance of records, and notification requirements for employees entering into military service applies. Reference (a) covers civilian employees, permanent or temporary, who request to be on LWOP status, military and/or annual leave status or elect to be separated (very rare) to enter into military service. (NOTE: An employee on temporary appointment who returns to Federal employment serves out the remaining time, if any, left on the appointment. The military activation period does not extend the civilian appointment.)

1. Employee entering into military service notifies employer/activity and submits military orders. In very RARE CASES, advance notification is precluded by military necessity or is otherwise impossible or unreasonable; determination of military necessity shall be made pursuant to DOD regulations.

2. Activity will establish employee USERRA file consisting of:

- a. military orders, if/when available;
- b. copy of current position/job description;
- c. current resume, to include uniformed service mailing and/or e-mail address;
- d. other relevant material.

3. Upon separation for military service, the employee will be counseled by the activity and/or HRO:

- a. to submit resume and Additional Data Sheet (ADS) specifying occupational series, grade(s) and geographical location(s) consideration requested into the Navy-wide CHART system;

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b. to check the Navy and/or OPM websites regularly at <https://chart.donhr.navy.mil> and/or <http://jobsearch.usajobs.opm.gov/> to identify any non-RESUMIX vacancies to apply for, if interested; if unable to access the websites, employee MUST advise the activity and provide a mailing/e-mail address where the activity can send any non-RESUMIX vacancy announcement(s);

c. to sign a statement (Attachment 1) indicating he/she understands that in order to be considered for RESUMIX vacancies, employee MUST apply into the Navy-wide CHART inventory system; AND to be considered for non-RESUMIX vacancies, employee MUST check the Navy and/or OPM websites for vacancy announcements and submit a resume separately, if interested; the signed/dated statement will be filed in the activity employee's USERRA file;

d. to submit timely notification (5 CFR 353.204 - 353.207) to the activity and/or HRO of intent to exercise reemployment rights upon discharge from military service.

4. The activity will track Merit Promotion (not Delegated Examining Authority announcements) job opportunities for its own command/activity and, based on employee's ADS and/or supervisor's/activity's recommendation, submit employee's name for consideration.

5. When the activity decides to fill a vacancy, normal Merit Promotion process is followed, including Management Identification (MID) procedures. The RPA notepad section will be documented as follows:

a. "Consider the following USERRA candidate(s) for promotional consideration: (list names)"

b. "If USERRA candidate is selected, an alternate selection will be made. Alternate selectee will be temporarily promoted for the duration of USERRA selectee's military absence. If/when appropriate, alternate selectee may subsequently be permanently promoted without further competition."

6. Based on mobilized employee's ADS, activity will forward to HRO/HRSC a copy of his/her resume or any other application submitted referencing applicable RPA and document USERRA employee's files accordingly. HRO/HRSC will ensure candidate(s)

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listed on the RPA notepad are considered via RESUMIX or any other application submitted.

7. If USERRA candidate(s) meet minimum qualifications, HRSC will certify name(s) under a separate USERRA List of Eligibles.

8. If MID process is used, the selecting official for that vacancy will:

a. indicate "USERRA ELIGIBLE" next to the name(s) of employees currently on military absence (i.e., LWOP, military and/or annual leave); and

b. add the names of candidate(s) currently separated for military service purposes who are within the AOC and identify as "USERRA ELIGIBLE."

9. For any USERRA candidate that does not meet minimum qualifications, HRSC will notify the activity and HRO via e-mail. Activity will file notification in employee's USERRA file; HRSC will file a copy in the recruitment file.

10. For selection of USERRA eligible:

a. Activity will decide whether an alternate selection from the usual Merit Promotion Certificate of Eligibles will be made and temporarily promoted for the duration of the mobilized employee's absence. If an alternate is selected, the impending RPA will be utilized for the temporary promotion action.

b. From MID certificate, selecting official will complete selection documentation on Part II of Exhibit I and forward to HRO/HRSC for continuing action.

c. HRSC will forward a written job offer to the mobilized selectee to include the position/job description via Certified Mail with Return Receipt, requesting response for acceptance/declination to the activity and that failure to respond within a specific period (that is, 14 days after receipt) will be construed as a declination.

d. HRSC will send a copy of the written job offer to the activity for employee's USERRA file and the activity will maintain a "tickler" to track response within the specified

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period indicated. Activity will furnish a copy of the written acceptance/declination of job offer to HRSC, if any.

e. If the mobilized selectee does not respond to the offer within a reasonable time (that is, within 14 days after receipt) or declines the job offer, the activity may submit a RPA to convert the temporary promotee to permanent promotion and reference previous RPA and selection certificate number on the notepad.

f. If the mobilized selectee accepts the job offer, upon timely notification to exercise reemployment rights, the promotion action will be effected the 1st pay period following his/her return to duty (RTD) or as soon as all processing requirements have been completed (i.e., security, physical, etc.), if applicable. The activity will submit a RTD RPA and a Promotion RPA citing the Merit Promotion Certificate number from which selected and dates to effect actions.

11. Activity will concurrently submit a Change-to-Lower-Grade (CLG) RPA for the employee temporarily promoted as the alternate selectee to coincide with the return/promotion of the USERRA eligible employee.

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STATEMENT OF UNDERSTANDING

In connection with my absence from my current position/job of

(Position title/series/grade/PD#; and activity name/code/loc)

for the purpose of entering military service, I have read and understand the following pursuant to promotional opportunity consideration(s) during the duration of my military service and my responsibility of notification of intent to exercise reemployment rights upon discharge from military service.

a. I will submit a resume to the Department of Navy (DON) Civilian Hiring and Recruitment Tool (CHART) inventory system with the Additional Data Sheet (ADS) for each Open Continuous Announcement occupational series I may be interested in and will specify the grade(s) and geographical location(s) for which I desire consideration.

b. I will submit a copy of my resume and ADS to my employing activity.

c. I am responsible to check the Navy and/or OPM websites, <https://chart.donhr.navy.mil> or <http://jobsearch.usajobs.opm.gov/> regularly for any non-RESUMIX vacancy and apply for any announcement I may be interested in.

d. I also understand I can only be considered for RESUMIX vacancies by applying into the Navy-wide CHART application inventory system.

e. I will submit timely notification to my employing activity and/or HRO of my intent to exercise reemployment rights upon discharge under honorable conditions from military service. Timely notification means:

- Uniformed service of less than 31 days, employees must report back to work at the beginning of the next scheduled workday following release from service and the expiration of 8 hours after a time for safe transportation back to employee's residence.

- Uniformed service of more than 30 but less than 181 days, NLT 14 days after completing the period of service.

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- Uniformed service of more than 180 days, NLT 90 days after completing the period of service.

While failure to report or apply for reemployment rights within the appropriate periods specified above does not automatically forfeit my entitlements to the rights and benefits under USERRA, I understand that I may be subject to the conduct rules, established policy, and general practices of my employer pertaining to explanations and discipline with respect to absence from scheduled work.

Employee's Signature/Date

Cy for:

Employee

Activity Employee USERRA File

Employee OPF

HRO Advisor

SECTION 208 UPWARD MOBILITY PROGRAM

1. Purpose. To provide information and outline procedures necessary to implement the Upward Mobility Program (UMP).

2. Coverage

a. All career employees and career conditional employees (who have completed their time after competitive appointment period) occupying positions at grades GS-9 and below, WG-9 and below, or other equivalent wage rates.

b. VRA appointees

3. Discussion. The primary objective of the UMP is to provide lower-level employees occupying full performance level positions, or positions with limited career potential, opportunities and assistance to develop their full potential. To obtain this objective, management support in terms of sufficient resources, coordination and program leadership is essential. Careful planning by managers/supervisors, Human Resources Office, Commander Navy Region Hawaii (HRO CNR) and the activity's Deputy Equal Employment Opportunity Officer (DEEOO) or designated staff member is necessary to ensure a results-oriented program. Consideration must be given to the following factors:

a. Numbers of anticipated vacancies and estimates of when they will be filled.

b. Skills of the work force, with emphasis on identifying those employees in full performance level positions or in positions with limited advancement potential.

c. Identification of positions which are characteristically filled from within the activity and those which are filled primarily from outside recruitment sources with emphasis given to those positions with greater potential for career progression.

d. Identification of current and projected positions which are most appropriate for UMP assignments, i.e., those occupational areas and grade levels for which outside

recruitment is generally conducted and/or for which manpower shortages may exist.

4. Responsibilities

a. Activities

(1) Ensure management support and identify positions that can be used as target positions for upward mobility purposes.

(2) Review positions, GS-9 or Wage Grade equivalent and below, to identify full performance level positions or those with limited career ladder opportunities that are held by employees who have greater potential and desire to move into a position with greater career potential.

b. HRO CNR

(1) Assist activities in identification and development of entrance level positions to provide appropriate opportunities.

(2) Establish the merit promotion procedures for advertising, rating, selecting and placing employees in target positions.

(3) Assist departments in counseling employees on qualification requirements in various career fields for specific target positions.

(4) Assist in providing and/or coordinating required formal and on-the-job training for employees selected for participation in the UMP.

(5) Assist supervisors in the development of specific training plans required for program participants.

5. Upward Mobility Procedures

a. Position Coverage

(1) Trainee Positions. Under this plan, trainees will be selected from on-board employees in grades GS-9 and below, or

their Wage Grade equivalents, who demonstrate skills or potential for development to enter a technical, administrative, professional, or craft/trade career. The trainee position will initially be established at the current grade or wage level of the trainee or next appropriate lower grade level to the target position. The trainee may either be detailed or reassigned to the trainee position. In cases where reassignment to the trainee position from one pay system to another pay system using representative rate procedures will not produce an exact match of hourly salary, the trainee may be either promoted or changed to lower grade as needed to place him/her at the rate closest to his/her former pay.

(2) Target Positions. This plan provides either for reassignment or promotion to a different occupational series upon the satisfactory completion of training. The target position, therefore, may be at the same grade level as the trainee position or at the next higher-grade level in the occupational series for which being trained. Only one promotion is permitted to reach the target position if the target position is above the GS-5 level, WG-5 or equivalent wage position. If the target position is at or below the GS-5 level, WG-5 or equivalent wage rate, two promotions are permitted to reach the target position.

b. Selection of Trainees

(1) Qualifying Standard. Trainees will be selected under local merit promotion procedures from those applicants who are currently in positions rated GS-9 and below and their craft/trade labor equivalents, who have competitive Civil Service status and who can reasonably be expected to perform the duties of the target position within two years. Each opportunity will be formally announced. Additionally, VRA appointees are eligible to compete for upward mobility positions.

(2) Evaluation Methods to be used. A review panel may be established especially for this program and, if used, panel membership must be in accordance with major command instructions and activity policy. The proposed selection procedure will have the following sequence:

(a) Applications will be reviewed to screen out those who cannot be expected to perform the duties of the target position successfully within two years or who are otherwise ineligible.

(b) Inasmuch as the assessment of potential is the primary objective in the evaluation of candidates for these trainee positions, job elements will be established for the trainee positions. Elements such as reliability and dependability, ability to follow oral instructions, ability to work as a member of a team, aptitude and interest in the career field, ability to work with others, ability to deal with people, ability to work independently, etc., may be used to evaluate potential. Supervisory appraisals of potential and evidence of self-development activities as well as participation in outside organizations will also be used.

(c) Candidates will be ranked by careful evaluation of the quality of their work experience, education and training, performance evaluations, and other evidence of potential. Candidates will then be rated as either "Best Qualified" or "Qualified."

(d) Selecting officials will make final selections. Interviews, if conducted, will be in accordance with established merit staffing procedures.

c. Length of Training

(1) The length of training will range from six months to two years depending upon the time necessary to equip the employee with the skills and knowledge required for the target position and his/her ability to perform the required elements of the position satisfactorily. Ordinarily, the target position will be one or two grades higher than the trainee's present grade or wage grade equivalent depending upon whether the target position is normally classified at one or two grade intervals. Normally, training for reassignment or promotion to the target position will extend from one to two years. However, assignment to target position below the GS-7 level may be made after six months if the selectee meets competitive qualification requirements of the position.

(2) Trainees who fail to meet the performance requirements of the development program may be returned to their former positions or those of similar duties and grades. In cases where an employee entered the program through change to lower grade, re-promotion to the employee's former grade level will be subject to competitive merit promotion procedures.

d. Training Plan. Within 30 days after assignment to an upward mobility position, an individual development plan must be developed for each trainee. This plan must carefully spell out the learning experiences the trainee(s) will undertake in order to acquire the knowledge, skills, and abilities necessary for successful job performance in the target position. This means that, although the plan must be developed around the requirements of the job, individual aptitude, interests and background of the trainee must be taken into account. Individual development plans should include some, if not all, of the following:

(1) Formal training. Where appropriate and desirable, formal educational courses that contribute to success in the career field should be planned for the trainee. Such courses, taken at government expense, might be taken at Department of Defense schools, inter-agency training facilities, and/or local trade schools, colleges or universities. To the maximum extent possible, formal instructions should be scheduled during normal working hours with trainees attending in a pay status. In unusual situations, it may be desirable to schedule courses after normal working hours. In these instances, trainees attend classes on their own time in a non-pay status. However, attendance at classes after normal working hours in a non-pay status must be the voluntary choice of the trainee, and such attendance may not be used as a condition of employment.

(2) On-the-job training

(a) All duty assignments will be meaningful and productive and provide for supervised development in the target position. Special familiarization assignments may be made to other program areas that interface with the career field, e.g., an assignment in ADP for budget or personnel trainees. Occasionally the trainee may attend special staff meetings and conferences.

(b) The trainee may be assigned from time to time full-time or part-time work with various senior professional staff to complete special projects. When so assigned, the central feature of this developmental experience will be to learn by doing. 50% of the on-the-job training time must be spent in the target area or in closely related functions.

(c) The length of development on the job will vary according to the entry level of the trainee and the individualized program designed to qualify the trainee for the target position. The emphasis will not be on time but on demonstrated performance and successful accomplishment of the major job elements of the target position. However, a minimum of six months to a maximum of two years should be sufficient to determine whether the individual can perform successfully in the target position.

(3) Self-development. Trainees will be encouraged to participate in self-directed developmental activities. The program may include extensive reading in selective bibliography of materials related to the career field and those dealing with public administration and management, or applicable job related materials of trade/craft occupations. They will also be encouraged to participate in professional societies and attend local institutions on their own.

e. Evaluation of Trainee's Progress. Within 30 days after assignment to a trainee position, a preliminary evaluation will be made to assess development needs of the employee in terms of meeting the job element requirements and to plan a development schedule to meet them. Subsequently, written supervisory reports on the employee's application of training received and overall development on the job will be made 60 days after reassignment to training position and quarterly thereafter. Upon completion of this training program, supervisors will make a final summary evaluation of the achievement and performance of the trainee. Trainee, likewise, will be expected to make written evaluations of any formal training provided at government expense and to make a self-assessment of their development. The trainee will be considered to have met the qualification requirements established for the target position upon successful completion of the training program and demonstrated successful performance of the job element criteria

identified for the position. The trainee is then eligible for reassignment or promotion to the target position.

f. Career Counseling. The trainee will receive career counseling before he/she enters the developmental program and at appropriate intervals after he/she enters the program. The HRO staff provides this counseling.

g. Special Provisions

(1) Within the total scope and overall objectives of the development program, the length and intensity of the subject matter will be formulated to meet the individual needs of the trainees. Adjustments, as appropriate, will be made to cover contingencies such as sick leave, emergency leave or the trainee's inability to grasp a portion of the development assignment.

(2) During a RIF, as under other formally approved training agreements, an employee is entitled to bump an UMP trainee only if he/she meets all entrance level requirements including minimum qualification requirements for the trainee position, i.e., bumping rights will not be determined by potential to perform in the position.

SECTION 209 SPECIAL PLACEMENT PROGRAMS

1. Purpose. To provide information on special placement programs which may be utilized by Federal agencies in filling positions within their organization.

2. Placement Programs - see attached Exhibits 1 and 2

3. Responsibilities

a. Activities

(1) Ensure full support of special placement programs within existing resources.

(2) Identify positions within their organization that may be filled through the special placement programs.

(3) Give full and objective consideration to candidates who are referred through these programs.

b. HRO CNR

(1) Serves as the contact point for special placement program referrals. Special placement program coordinators will be assigned by separate correspondence.

(2) Assists activities in:

(a) Identifying suitable vacancies.

(b) Evaluating a person's capacities to perform the duties of the position.

(c) Matching the capacities of the person with the specific demands of the job, paying special attention to the degree to which the person has compensated for any limitations.

(d) Receiving and distributing program promotional material, publicizing the program, and maintaining effective liaison with the various placement agencies and public and private organizations concerning the training, rehabilitation, and/or employment of persons covered by such programs.

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EXHIBIT 1

SPECIAL HIRING PROGRAMS

PROGRAM	COST	REQ'MT	ACTIVITY RESPONSIBILITY
PHYSICALLY/MENTALLY HANDICAPPED WORK EXPERIENCE for the Handicapped Unpaid work experience for State Rehabilitation agency clients which will prepare them for entry into our nation's workforce (public or private).	None to Host	None	Identify suitable work places for program enrollees. Formulate a working agreement between the rehabilitation and federal agency describing the training. <u>Not</u> federal employees. Covered by FECA for on-the-job injuries.
<u>Employment of Mentally Restored</u> A temporary limited appointment NTE two years. Must be on OPM certificate thereafter for non-temporary appointment.	100% of Salary	Yes	Provide opportunity for employees to demonstrate their ability to perform all the duties of the positions.
<u>Employment of Mentally Retarded</u> Appointment IAW written agreements between an agency and OPM headquarters.	100% of Salary	Yes	Provide employment that matches duties of the job to the abilities of the mentally retarded on an individual basis.
<u>Employment of Physically Handicapped</u> Opportunities for capable persons with severe handicaps. Can be temporary NTE 700 hours, NTE one year or permanent.	100% of Salary	Yes	Provide meaningful employment and arrange for suitable working conditions to facilitate adjustment to the job.
30% or More Compensable Disabled Veterans Initial appointment must be a Noncompetitive Temporary Appointment NTE 12 months. Employee is in a probationary status during initial appointment. Supervisor may convert to Career Conditional any time after 61 days on the job. Reference: 5 U.S.C. 3112; 5 CFR 316.302, 316.402 and 315.707	100% of Salary	Yes	Provide job opportunity to qualified disabled veterans to demonstrate their abilities. No training plan required.

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PROGRAM	COST	REQ/MT	ACTIVITY RESPONSIBILITY
<p><u>UPWARD MOBILITY PROGRAM (UMP)</u></p>	<p>100% of Salary</p>	<p>Yes</p>	<p>Provide opportunity for employees to enhance their skills, achieve their highest potential, and advance IAW their abilities for positions at grades GS-9 and below and equivalent wage positions.</p> <p>Activities with 100 or more employees, including non-appropriated fund employees, must develop and operate formal upward mobility programs.</p> <p>Filling of UMP positions will meet part of the activity's annual affirmative action plan. The UMP will be used in conjunction with the Federal Equal Opportunity Recruitment Program as internal source of recruitment to assist in the achievement of this program's objective.</p>
<p><u>VETERANS EMPLOYMENT OPPORTUNITIES ACT (VEOA) OF 1998</u></p> <p>Public Law 105-339, grants authorization for eligible veterans to apply for positions announced under merit promotion procedures to candidates outside the agency.</p> <p>Veterans who separated, under "Honorable" conditions, from the military with three or more years of continuous active service, may be given a competitive Schedule B appointment in the excepted service.</p>	<p>100% of Salary</p>	<p>Yes</p>	<p>Provide job opportunity to eligible individuals to demonstrate their abilities. No training plan required.</p>

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<p>▪ "Active service" as defined in Title 37, U.S.C. means active duty in the uniformed services and includes full-time training duty; annual training duty; full-time National Guard duty; and attendance, while in active service, as a school designated as a service school by law or by the Secretary concerned.</p> <p>Reference: 5 U.S.C. 3304, 3330; 5 CFR 213.3202 (n) and 335.106</p>			
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PROGRAM	COST	REQ'MT	ACTIVITY RESPONSIBILITY
<p><u>VETERANS READJUSTMENT APPOINTMENT (VRA)</u> Veterans who serve on active duty for a period of more than 180 consecutive days and separated under other than dishonorable conditions. Eligible veterans may be appointed non-competitively to positions at any grade level through GS-11 or wage grade equivalent (the promotion potential of the position is not a factor). Time limits for eligibility:</p> <p><u>Vietnam Era (after May 7, 1975):</u></p> <ul style="list-style-type: none"> Eligibility expires 10 years after date of latest separation from active duty or December 31, 1999, whichever is later. <p><u>Post-Vietnam Era (after May 7, 1975):</u></p> <ul style="list-style-type: none"> Eligibility expired 10 years after the date of the last separation from active duty or December 31, 1999, whichever is later. <p>The 180-day service requirement does not apply to: (1) veterans separated from active duty due to a service-connected disability, or (2) reserve and guard members who serve on active duty under 10 U.S.C. 672a, d, or g, 673, or 673b during a period of war OR in a military operation for which a campaign or expeditionary medal was authorized.</p> <p>Reference: 38 U.S.C. 4214; 5 CFR Part 307; 5 CFR 752.401 (c) (3)</p>	<p>100% of Salary</p>	<p>Yes</p>	<p>Provide permanent employment opportunity, which may be coupled with training or education.</p> <p>Convert the employee to career or career-conditional appointment after two years of satisfactory service, as appropriate.</p>

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PROGRAM	COST	REQ/MT	ACTIVITY RESPONSIBILITY
<p><u>WELFARE-TO-WORK (WTF) WORKER-TRAINEE PROGRAM</u></p> <p>Individuals who are currently receiving welfare assistance are eligible for appointment. Appointment Authority is TAPER. Work Hawaii is the recruitment source for placements. Vacancies are announced under the Worker Trainee Program (WTF) through the OPM/DEA recruitment method. WTF positions are GS-1, WG-1 or WG-2 initially; GS-3 or WG-4 in target positions.</p> <ul style="list-style-type: none"> ▪ Eligible candidates may be appointed competitively or non-competitively to permanent, temporary or term positions, part-time or full-time. ▪ Placement in non-permanent positions is dependent on the number of individuals on the employment list and is for six months with no option to rehire. 	<p>Annual/sick leave, worker's compensation and other benefits are paid by Work Hawaii. Funding will be for 3-6 months. Activity offering non-permanent placement will be funded for 6 months only. After 3-6 months, payment will be made from the activity's payroll.</p>		<p>Activity determines number and type of positions to be filled.</p> <p>Individuals who do not meet the requirements for conversion after three years under the Worker-Trainee appointment should be separated within 90 days.</p> <p>After employee serves in a permanent position for three years on the WTF, convert to career status within 90 days.</p>

EXHIBIT 2

STUDENT EDUCATIONAL EMPLOYMENT PROGRAM

	STUDENT TEMPORARY EMPLOYMENT PROGRAM (STEP)	STUDENT CAREER EXPERIENCE PROGRAM (SCEP)	STUDENT VOLUNTEER
Purpose	Provides maximum flexibility to both students and managers because work does not have to relate to student's academic career goals.	Provides work experience directly related to the student's educational program and career goals.	Provides opportunities for students to explore career options and gain work experience.
Authority Appointment References	Schedule B 5 C.F.R. 213.3202(a) Agencies may appoint non-US citizens provided the student is lawfully admitted to the US as a permanent resident or otherwise authorized to be employed AND the agency is authorized to pay aliens under the annual appropriations act ban and any agency specific enabling and appropriation statutes. HOWEVER, only US citizens can be converted to Term, Career-Conditional, or Career appointments.	Schedule B 5 C.F.R. 213.3202(b)	Public Law 95-454 5 C.F.R Part 308
Eligibility	Students must be enrolled or accepted for enrollment at least half time in an accredited High School, technical, vocational, 2- or 4-year college or university, graduate or professional school.	Students must be enrolled or accepted for enrollment at least half time in an accredited High School, technical, vocational, 2- or 4-year college or	Students must be enrolled or accepted for enrollment at least half time in an accredited High School, technical, vocational, 2- or 4-year college or

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	STUDENT TEMPORARY EMPLOYMENT PROGRAM (STEP)	STUDENT CAREER EXPERIENCE PROGRAM (SCEP)	STUDENT VOLUNTEER
Pay Level	<ul style="list-style-type: none"> Based on classification of position for which the student is hired. Grade level is set according to the criteria in the appropriate General Schedule (GS) or wage grade (WG) classification standard. 	<ul style="list-style-type: none"> Based on classification of position for which hired. Grade level is set according to the appropriate General Schedule (GS) or wage grade (WG) classification standard. Students in GS and WG positions will be classified as student trainees, to the -99 or to the -01 series, of the appropriate occupational group, respectively. 	university, graduate or professional school.

	STUDENT TEMPORARY EMPLOYMENT PROGRAM (STEP)	STUDENT CAREER EXPERIENCE PROGRAM (SCEP)	STUDENT VOLUNTEER
Appointment Duration	<ul style="list-style-type: none"> Initial appointment NTE 1 year May be extended in one-year increments as long as the individual meets the definition of a student. Excepted from the limitations under 5 C.F.R. 213.104. 	Subject to all the requirements and conditions governing term, career, or career-conditional employment, including investigation to establish an appointee's qualifications and suitability.	Not Applicable.
Work Schedule	<ul style="list-style-type: none"> Full-or part-time; any time during the year No limit on number of hours worked per week; however, work hours should not interfere with student's academic schedule. Work hours may be adjusted from term to term, based on student's academic class load. 	<ul style="list-style-type: none"> Full-or part-time; any time during the year No limit on number of hours worked per week; however, work hours should not interfere with student's academic schedule. Work hours may be adjusted from term to term, based on student's academic class load. 	Flexible, but work hours should not interfere with student's academic schedule.
Benefits	<ul style="list-style-type: none"> Annual leave and sick leave Provisional Federal Employee Health Benefits (FEHB) <p>For rules on health and life insurance coverage, see 5 C.F.R. 870.202, 890.102 and 890.502.</p>	<ul style="list-style-type: none"> Annual Leave and Sick Leave Federal Employees' Health Benefits, FEHB, and Federal Employees' Group Life Insurance, FEGLI (only if employment is expected to last a year or more and employee is in pay status at least one-third of the time from start to completion of the program). Eligible for Federal Employees Retirement System (FERS) if less than 5 years of prior civilian service. See 5 C.F.R. 870.202(a)(1) and (2) for FEGLI See 5 C.F.R. 890.102(c)(1) and (2) for FEHB See 5 C.F.R. 831.201 AND 842.105 for FERS 	None. Student employees are <u>not</u> considered employees of the Federal government for purposes other than injury compensation or laws related to the Tort Claims Act.

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	STUDENT TEMPORARY EMPLOYMENT PROGRAM (STEP)	STUDENT CAREER EXPERIENCE PROGRAM (SCEP)	STUDENT VOLUNTEER
Conversion	<ul style="list-style-type: none"> May be converted to Student Career Experience Program (SCEP). Not eligible for non-competitive conversion to Term, Career-Conditional, or Career appointments. 	<ul style="list-style-type: none"> Students who are U.S. Citizens may be non-competitively converted to a Term, Career-Conditional, or Career appointment Conversion must be to an occupation related to student's academic training & career-related experience. 	Not Applicable
Ceiling	<ul style="list-style-type: none"> Positions counts against an agency's full-time equivalent (FTE) ceiling See OMB Bulletin N. 93-08, March 1993 Excepted Service Tenure Group III, provided student has completed at least 1 year of current continuous service. 	<ul style="list-style-type: none"> Positions counts against an agency's full-time equivalent (FTE) ceiling See OMB Bulletin N. 93-08, March 1993 Excepted Service Tenure Group II; they are afforded the same retention rights as excepted service employees. 	Not Applicable
Reduction-in-Force Status	<ul style="list-style-type: none"> Excepted Service Tenure Group III, provided student has completed at least 1 year of current continuous service. 	<ul style="list-style-type: none"> Excepted Service Tenure Group II; they are afforded the same retention rights as excepted service employees. 	Not Applicable

SECTION 210 HIRING ALTERNATIVES (PART-TIME, SEASONAL,
INTERMITTENT)

Ref: (a) 5 CFR Part 340
(b) CPI 340

Purpose. To provide management other than full-time employment hiring flexibilities for fluctuating recurring workload periods without the need to keep employees in a pay status when the workload subsides. The following two-part instruction augment the provisions of references (a) and (b) and apply when utilizing these flexibilities. Where this instruction conflicts with provisions of applicable Collective Bargaining Agreements (CBAs), the provisions of the CBA will be followed.

PART-TIME CAREER EMPLOYMENT

1. Discussion

a. The provisions of the Federal Employees Part-time Career Employment Act of 1978, Public Law 95-437, have been implemented in the DON through the establishment of the Navy Part-time Career Employment Program. The law provides part-time employment opportunities to applicants and current permanent employees (Tenure Groups I and II). Part-time employment is defined as regularly scheduled work of 16-32 hours per week. It is DON's policy that the number and scope of permanent part-time positions be expanded to include professional, technical, trades, craft and clerical series. Opportunities for part-time employment are to be provided to all interested and eligible applicants and employees, grades GS-1 through GS-15 and equivalent, in a manner that is compatible with mission accomplishment. Part-time employees are counted against employment ceilings based on their regularly scheduled hours of work per week divided by 40 hours. The following individuals have been identified as those who should receive increased opportunities for part-time career employment:

(1) Minorities and women, in support of DON's Federal Equal Opportunity Recruitment Program (FEORP).

(2) Students who need part-time employment to finance their education.

(3) Parents whose family responsibilities require a part-time schedule.

(4) Handicapped and other individuals who require or desire a part-time schedule.

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b. A position occupied by a full-time employee will not be abolished for the purpose of providing employment under this program.

c. Temporary part-time appointments may be used to fill short-term (1 year or less) positions (see Section 205).

d. A full-time employee shall not be required to accept part-time employment as a condition for continued employment.

2. Program objectives. The Part-time Career Employment Program is intended to increase motivation and productivity in the workforce by:

a. Making part-time employment opportunities available to current employees.

b. Employing, on a part-time basis, individuals whose skills would not be available on a full-time basis.

c. Offering greater management flexibility to meet workload requirements and fill occupational shortage category positions.

3. Responsibilities

a. Activities

(1) Establish at the beginning of each fiscal year (FY), annual goals and timetables for part-time positions to be established or converted.

(2) Ensure that activity Part-time Career Employment Program is implemented in accordance with DON and OPM regulations, instructions, and guidance.

(3) Ensure that the flexibility of the Part-time Career Employment Program is considered during the Affirmative Employment Program (AEP) planning process and that its local AEP and FEORP incorporate part-time employment goals.

(4) Conduct initial review of all full-time permanent positions at the GS-15 level and below (or equivalent) as they are vacated and take necessary actions to convert those positions that are appropriate for part-time designations (see paragraph 4a below). Conduct subsequent reviews, as required. (Note: Subsequent reviews need to be conducted only if the duties of or conditions concerning the position have changed or the supervisor requests a review.)

(5) Document results of the initial and subsequent reviews, for example, in the activity's position management files.

(6) Submit reports on part-time employment as required.

b. Managers and supervisors

(1) Approve/disapprove employees' request to convert to part-time work schedules in their current positions using criteria set forth in paragraph 4c(1).

(2) If request for conversion is approved, ensure compliance with procedures set forth in paragraphs 4c(2) and (3).

c. CNR HRO

(1) Fully support activity's initiatives in establishing and filling part-time positions and in processing conversion request that have been approved.

(2) Inform employees and supervisors of the advantages of and opportunities for part-time employment.

(3) Advertise part-time employment opportunities within the community.

(4) Incorporate information concerning part-time career employment into supervisory training courses.

(5) Provide information on changes in leave and employee benefits to those employees who are contemplating conversions to part-time under this program.

d. Employees

(1) Inform immediate supervisors in writing of their interest in part-time employment.

(2) Familiarize themselves with part-time leave and employee benefits and the procedures for requesting conversion to part-time employment, and submit applications IAW paragraph 4d below for consideration for part-time employment opportunities, if interested.

4. Procedures

a. Initial review of vacant positions

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(1) An initial review must be conducted any time a full-time permanent position at the GS-15 level and below (or equivalent) is vacated to determine if the position is appropriate for part-time designation. This review will consider criteria such as the following:

(a) Mission and function. In what way does the mission and function of the activity impact on the possible designation of the position as part-time?

(b) Current interest. Are there activity employees interested in moving to a part-time position?

(c) Affirmative action. Has the EEO Officer or the Selective Placement Program Coordinator identified the position for possible part-time conversion for AEP purposes?

(d) Workload. Do workload fluctuations merit consideration for part-time employment? Do travel or other duties of the position preclude part-time designation?

(e) Turnover rate. What is the documented turnover rate for the position? In what way does information gathered from exit interviews with incumbents indicate that conditions contributing to high turnover rate may be alleviated by part-time employment designation? If there is a low turnover rate, in what way may the stability of the office or the position contribute to the feasibility of converting the position?

(f) Service to the public. Will designation of the position as part-time improve the service to the public on a short-term basis? On a long-term basis?

(2) Results of this review must be documented, for example, in the activity's position management records.

(3) Subsequent reviews need to be conducted only if the duties of or conditions concerning the position have changed or at the supervisor's request.

b. Establishing part-time positions. The criteria provided above will be applied before establishing a part-time position. Heads of activities are authorized to exempt from part-time consideration those positions considered vital to activity mission. Such exemptions must be documented by the activity.

c. Processing of employee requests

(1) Employees who wish to request conversion to part-time in their current position must submit a written request to

their immediate supervisor. This request must specify the days and hours of the work schedule the employee is requesting.

(2) Supervisors will consider and act on such requests for conversion within 30 days after receipt of the written request, and will notify the employee of the final decision.

(3) If approved, supervisor will submit a "Change in Work Schedule" Request for Personnel Action (RPA) to HRO for processing. The RPA must specify the number of hours and work schedule, which have been approved and have attached to it the employee's written request.

(4) Employees whose requests for conversion to part-time are denied have the option of submitting an application for part-time employment consideration as described in paragraph 4d(1) below.

d. Application procedures

(1) Job opportunity announcements for part-time employment may be advertised. Applications for part-time employment will be accepted from current Federal employees and reinstatement eligibles. Candidates who wish to be considered for part-time work should submit their application in to Human Resources Service Center (HRSC) RESUMIX/STAIRS inventory at www.donhr.navy.mil.

(2) VRA and other special employment program applications will be considered and referred for part-time vacancies, as appropriate.

5. Career part-time employee status and benefits

a. Service credit, retirement benefits and eligibility for group life insurance for part-time career or career-conditional employees are the same as for full-time employees.

b. Health benefits coverage is also available for part-time career or career conditional employees, but the government's contribution is prorated based on the number of hours of scheduled work each week. Full-time employees being converted to part-time may change their health benefits enrollment if there is no break in service in excess of three days.

c. Annual leave for part-time employees is earned as outlined below:

(1) An employee with less than three years of service earns one hour of annual leave for each 20 hours in a pay status.

(2) An employee with less than 15 years of service earns one hour of annual leave for each 13 hours in a pay status.

(3) An employee with 15 years or more of service earns one hour of annual leave for each 10 hours in a pay status.

d. Sick leave is earned at the rate of one hour for each 20 hours in a pay status.

e. Conversion to part-time career will not exclude employees from military leave provisions.

f. Court leave and leave-without-pay are credited in the same manner as with full-time employees.

g. Part-time employees may also be eligible for leave covered by the rules governing the Family Leave Act of 1993 and the Federal Employees Family-Friendly Leave Act.

h. In the event of a RIF, part-time career or career-conditional employees are placed in separate competitive levels. They may be placed on the Reemployment Priority List if they have not declined assignment to the same type of work schedule as the position from which separated.

SEASONAL AND INTERMITTENT EMPLOYMENT

1. Discussion

a. Use of Seasonal and Intermittent Employment has been authorized for Navy activities where fluctuating workload requirements exist, or are expected, which cannot be accomplished in a timely or efficient manner by untrained employees. This type of employment is intended to supplement the workforce during above average workload periods with experienced permanent employees who can be recalled to duty on an as needed or short notice basis. Seasonal employment may not be used as a substitute for full-time employment or as a buffer for full-time workforce. The objectives of Seasonal and Intermittent Employment are:

(1) To provide management with a more stable workforce during periods of above average workload.

(2) To provide an easily administered method of temporarily reducing the workforce at the end of peak periods.

(3) To provide an alternative to hiring a large number of temporary employees who must be terminated on completion of their assignments.

b. The main difference between "seasonal" and "intermittent" employment is that seasonal employees are expected to work at least 6 months per year; accrue leave; are eligible for life and health insurance; and are expected to eventually move into year round full-time positions.

c. Employees on seasonal and intermittent appointments are counted against full-time equivalent personnel ceilings.

2. Definitions

a. Seasonal employees are career or career-conditional employees hired under a DON Seasonal Employment Agreement for positions at Navy activities where there is a predictable year-to-year workload for periods of at least 6 months but less than 12 months per year.

b. Seasonal Employment Agreements are between Navy activities and seasonal employees, executed at the time of appointment, containing procedures for effecting release to non-pay status, recall to work, and conversion to year-round full-time employment (see Appendix A).

c. Release/Recall registers are lists of seasonal employees arranged by criteria established by each Navy activity for release to non-pay status and recall to work/pay status.

d. Intermittent employees are career or career-conditional employees hired when the nature of the work is sporadic and unpredictable such that a tour of duty cannot be regularly scheduled in advance.

3. Responsibilities

a. Activities will:

(1) Administer the use of the Seasonal and Intermittent Employment in accordance with DON and OPM regulations.

(2) Establish controls to ensure that no more seasonal employees are hired than can be afforded the opportunity to work for a total of at least 6 months per year and that these employees who perform satisfactorily are eventually moved into year-round full-time positions.

(3) Ensure that seasonal employees' performance is evaluated based on the same performance system as year-round employees, with consideration given to the distinct characteristics of seasonal employment.

(4) Periodically evaluate local use of seasonal and intermittent employment to ensure that the needs of the activity are being met within established guidelines.

(5) Establish specific activity policy on seasonal employment (see Appendices B and C for samples) which will, as a minimum, cover the following items:

- (a) Procedures for release of seasonal employees.
 - (b) Procedures for recall of seasonal employees.
 - (c) Procedures for conversion of seasonal employees.
 - (d) Acceptable reasons for passing over seasonal employees being recalled to duty.
 - (e) Conduct/absences that may constitute basis for separation.
- (6) Prepare and issue notices whenever seasonal employees are being released or recalled to duty.
- (7) Submit RPAs to CNR HRO whenever a seasonal employee is being released or recalled to duty, or being converted to a year-round full-time position.

b. CNR HRO will:

- (1) Establish procedures for the administration of seasonal and intermittent employment.
- (2) Incorporate information concerning seasonal and intermittent employment in supervisory training.
- (3) Execute Seasonal Employment Agreements as agents for serviced activities.

c. Seasonal employees will:

- (1) Maintain the same code of ethics and responsibilities as year-round employees.
- (2) When placed in a non-pay status, remain available for recall to duty within 10 days from date notified.

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4. Seasonal and Intermittent Employment Procedures and Benefits

a. Selection and Appointment

(1) Seasonal and intermittent appointments are affected using the same sources and procedures appropriate for career or career-conditional employment, including the regulations pertaining to the Reemployment Priority List (RPL), Department of Defense Priority Placement Program (PPP) and reinstatement eligibility.

(2) Seasonal and intermittent employees may not be appointed to career ladder, trainee, apprentice, or similar developmental positions.

(3) Seasonal and intermittent employees may be converted to year-round permanent positions without further competition, based on their length of service and/or performance.

(4) There is no limit placed on seasonal appointments, but the intent is to eventually move seasonal employees into the year-round workforce. Each activity will decide when such conversions will be effected.

b. Terms and Conditions of Seasonal Employment

(1) Seasonal employees are to be hired during or prior to above average workload situations under a signed Seasonal Employment Agreement.

(2) These employees are placed in non-pay status, recalled to duty, and converted to year-round schedules in accordance with the local release/recall registers and activity policy.

(3) Seasonal employees work for a total of at least six months per year.

c. Release and Recall

(1) Except in cases of emergency, seasonal employees will not be placed in a non-pay status without at least 10 days written notice.

(2) Employees may be released by occupational/grade level in the inverse order of their initial entrance on duty (EOD) date, and/or by a system based on performance, at management's option.

(3) Consideration should be given to reassigning or detailing seasonal employees to other organizational units before placing them in a non-duty status.

(4) Seasonal employees in each occupation/grade level may be recalled to duty in order of their EOD dates and/or by a system based on performance. Every effort should be made to notify employees of imminent recall at least 10 workdays in advance of the actual return to duty date.

(5) Employees who fail to report for duty within 15 workdays following notification may be considered as absent without leave. Such absences may constitute the basis for separation.

d. Reduction-in-Force. Prior to initiating a reduction-in-force (RIF) action, recruiting for seasonal employees will be suspended. If significant seasonal workforce overages are determined to exist, RIF may be considered, but should only be initiated if no other resolution is feasible. Temporary employees will be released before affecting seasonal employees in the same occupation/grade level.

e. Seasonal and Intermittent Employee Status and Benefits

(1) Seasonal and intermittent career and career-conditional employees are generally entitled to the same pay and benefits as year-round permanent employees. When in a non-pay status, they receive service credit for retirement and leave accrual purposes up to a maximum of six months per calendar year. Seasonal career and career-conditional employees are entitled to life insurance and health benefits coverage in accordance with OPM and DON regulations. They are entitled to military and court leave.

(2) Time served while in a duty status is creditable towards completion of the probationary period.

(3) Since they have career or career-conditional status, seasonal and intermittent employees are eligible for all in-service placement actions including opportunities for consideration under the Merit Promotion Program.

APPENDIX A
(Model Seasonal Employment Agreement)

I, _____ (new hire name) _____ having been selected for a "seasonal" appointment to the position of _____ (position title Series, and grade) _____ at _____ (activity) _____ will initial each paragraph below to indicate I have read, understand, and will abide by the term of this agreement.

_____ 1. I will be employed on a seasonal appointment and will perform work during recurring periods lasting less than 12 months each year. I am subject to periodic release and recall as a condition of employment. I will be given at least 10 workdays advance notice before being placed on non-pay status or recalled to duty. Failure to return to duty for recall when at least 10 working days advance notice is given may constitute a basis for separation.

_____ 2. I understand that the length of the season will be determined in accordance with staffing levels and workload requirements. It is understood that _____ (activity) _____ will make every effort to provide me with a minimum of 6 months of employment during each consecutive 12 months following my appointment, and, as dictated by the needs of the activity, convert me to year-round employment within 3 years of my appointment to this position, provided a full time position is available and my performance rating is satisfactory.

_____ 3. When I am placed in non-pay status, I will receive service credit for retirement and leave accrual purposes up to a maximum of 6 months per calendar year, and any life insurance and health benefits coverage I have selected will be continued in accordance with the rules and regulations governing employee benefits.

ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy and certify that I understand and accept the requirements of this Seasonal Employment Agreement.

(Employee/Date)

(HRO Advisor/Date)

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APPENDIX B

(Sample Seasonal Activity Addendum I)

1. Procedures for Release and Recall of Seasonal Employees

a. A release/recall listing (Exhibit I) will be established and maintained by each department/office (hereafter referred to as the activity) for all current seasonal employees by occupation/grade level. The current performance rating and entrance on duty (EOD) date to the employee's current position (same title/series/grade) with the activity will be used to determine a seasonal employee's standing. The employee's name must be added to the activity release/recall listing within three workdays after the employee's initial EOD date.

b. Activity seasonal employees will be released to non-pay status at the end of peak workload periods based on current performance rating and length of service (seniority) with the activity. Employees will be released in the inverse order of their standing on the release/recall listing within the occupation/grade level, beginning with the employee having the lowest performance rating. When employees have the same level of performance rating (for example, highly satisfactory), the employee with the most recent EOD date will be released first. If the EOD dates are also identical, the activity may, at its discretion, release any employee in the group. If the 90-day period required to receive a performance rating has not been completed (or has been completed but a rating has not been done), the employee will be shown as satisfactory, unless some type of performance problem has been documented (in which case the employee will be among the first to be released). Except in emergencies, employees will not be released without at least 10 workdays written notice.

c. Activity seasonal employees will be recalled to duty in the order of their standing on the release/recall listing beginning with the highest standing employee (highest performance rating and least recent EOD date) within the occupation/grade level. Every effort will be made to notify employees in writing at least 10 workdays prior to the recall date.

2. Procedures for conversion of seasonal employees. The activity will make every effort to convert seasonal employees to year-round employment within three years of appointment, provided a year-round position is available. Seasonal employees will be converted to regular year-round employment based on performance rating and length of service (seniority) with the activity. Conversions will be effected beginning with the highest performance rating and least recent EOD date. Employees

with less than a satisfactory rating will not be converted to year-round employment, and may be removed in accordance applicable procedures.

3. Acceptable reasons for passing over seasonal employees being recalled to duty are as follows:

a. Unavailability for work as evidenced by the employee's failure to report for duty on the recall date or to provide acceptable reasons to management prior to the recall date as to why he/she is unable to report for duty.

b. Sick leave substantiated by a doctor's certificate.

c. On a case-by-case basis, other job-related reasons as articulated by the employee.

4. Absences that may constitute a basis for separation are as follows:

a. Failure to report for duty on the recall date or to provide acceptable reasons to management for non-availability. Failure to report for duty within 15 workdays of notification may constitute a basis for separation.

b. Excessive absences for sick leave not substantiated by a doctor's certificate.

c. On a case-by-case basis, other job-related reasons as documented by the supervisor.

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APPENDIX C

(Sample Seasonal Activity Addendum II)

1. Procedures for release and recall of seasonal employees

a. A release/recall listing (Exhibit I) will be established and maintained by each department/office (hereafter referred to as the activity) for all current seasonal employees by occupation/grade level. The date of the employee's entrance on duty (EOD) in his/her current position (same title/series/grade) with the activity will be used to determine a seasonal employee's standing. The employee's name must be added to the activity release/recall listing within three workdays after the employee's initial EOD date.

b. Activity seasonal employees will be released to non-pay status at the end of peak workload periods based on current performance rating and length of service (seniority) within the activity. Employees will be released in rotating order, based on their standing on the listing within the occupation/grade level, beginning with the employee having the highest standing (or least recent EOD date). When employees have the same identical EOD dates, the activity may, at its discretion, release any employee in the group. Except in emergencies, employees will not be released without at least 10 workdays written notice.

c. Activity seasonal employees will be recalled to duty in the order of their standing on the listing beginning with the highest standing employee (highest performance rating and least recent EOD date) within the occupation/grade level. Every effort will be made to notify employees in writing at least 10 workdays prior to the recall date.

2. Procedures for conversion of seasonal employees. The activity will make every effort to convert seasonal employees to year-round employment within three years of appointment, provided a year-round position is available. Seasonal employees will be converted to regular year-round employment based on performance rating and length of service (seniority) with the activity. Conversions will be effected beginning with the highest performance rating and least recent EOD date. Employees with less than a satisfactory rating will not be converted to year-round employment, and may be removed in accordance applicable procedures.

3. Acceptable reasons for passing over seasonal employees being recalled to duty are as follows:

a. Unavailability for work as evidenced by the employee's

failure to report for duty on the recall date or to provide acceptable reasons to management prior to the recall date as to why he/she is unable to report for duty.

b. Sick leave substantiated by a doctor's certificate.

c. On a case-by-case basis, other job-related reasons as articulated by the employee.

4. Absences that may constitute a basis for separation are as follows:

a. Failure to report for duty on the recall date or to provide acceptable reasons to management for non-availability. Failure to report for duty within 15 workdays of notification may constitute a basis for separation.

b. Excessive absences for sick leave not substantiated by a doctor's certificate.

c. On a case-by-case basis, other job-related reasons as documented by the supervisor.

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EXHIBIT I

(Activity: Department/Office)

RELEASE/RECALL LISTING FOR
(Occupation Title/Series/Grade)

NAME	EOD	PERF RATING	RELEASE ORDER #	EFF. DATE OF RELEASE	RECALL ORDER #	EFF. DATE OF RECALL

SECTION 211 REDUCTION-IN-FORCE PROCEDURES FOR CIVILIAN
PROCEDURES

Ref: (a) SECNAVINST 12351.5
(b) 5 CFR Part 351
(c) DOD Priority Placement Program (PPP) Operating Manual

1. Purpose. To establish policies and procedures in the event of reduction-in-force (RIF) per references (a) through (c).

2. Background

a. RIF may be required because of lack of work, shortage of funds, position changes resulting from reorganization, insufficient ceiling or the need to make room for an employee with reemployment or restoration rights or similar causes. RIF procedures must also be followed for furloughs of more than 30 days.

b. RIF will be effected only if require reduction cannot be accomplished by considering the losses from normal turnover, restricting new appointments, or reassigning surplus personnel. If a RIF is required, a moratorium may be declared on personnel actions.

c. RIF procedures do not apply to termination of temporary or term promotions; changes to lower grade based on the reclassification of an employee's position due to erosion of duties (unless a RIF as been formally announced and will be effective within 180 days), the application of new classification standards or correction of a classification error.

d. Reference (b) does not apply to an employee assigned to a position in the Senior Executive Service (SES).

3. Policy

a. Management will advise employees and the appropriate labor unions at the earliest possible date of any plans and reasons for RIF action.

b. RIF will be avoided during the Christmas holiday season, if possible. RIF notices will not be issued nor will employees be separated during the period 15 December through 3 January per reference (c).

c. An activity is not required to offer vacancies during a RIF. However, RIF procedures must be followed when an activity, at its discretion, chooses to fill a vacancy with an employee who has been affected by RIF action.

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d. Maximum job placement assistance will be given to employees separated by RIF in obtaining other employment, both within and outside the activity.

e. RIF employees selected for vacant position outside of the activity will be released no later than two weeks from notification to the releasing activity.

4. Definitions - RIF Terms

a. RIF. The release of an employee by management from a competitive level due to lack of work, shortage of funds, insufficient ceiling, position changes resulting in reorganization or return of an employee with restoration or reemployment rights. Release is by separation, furlough for more than 30 days, reassignment involving displacement, or change to lower grade.

b. Days. Calendar days.

c. Competing Employee. An employee in tenure group I, II, or III.

d. Commuting Area. The geographic area, in which people live and can reasonably be expected to travel daily to their place of employment. The island of Oahu is one commuting area for RIF purposes.

e. Competitive Area

(1) Each activity serviced is a separate competitive area, unless the activity establishes and documents the establishment of a different competitive area.

(2) Unless otherwise specified by activity instructions, subunits of an activity not located in the same commuting area are in separate competitive areas.

f. Competitive Level. Positions in a competitive area which are in the same grade and classification series and which are similar enough in duties, qualification requirements, pay schedules and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position in the competitive level upon entry into it without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

g. Retention Register. A record of all competing employees, ranked in groups and subgroups according to tenure of employment, veteran preference and length of service augmented by performance

credit. The descending order of retention standing by groups and subgroups is:

(1) Group I. Include career appointees (not serving a probationary period).

(a) Subgroup AD. Veteran preference eligibles with compensable service-connected disability of 30% or more.

(b) Subgroup A. All other veteran preference eligibles.

(c) Subgroup B. Non-veteran preference eligibles.

(2) Group II. Include career-conditional appointees and career appointees serving a probationary period.

(a) Subgroup AD. Veteran preference eligibles with compensable service-connected disability of 30% or more.

(b) Subgroup A. All other veteran preference eligibles.

(c) Subgroup B. Non-veteran preference eligibles.

(3) Group III. Include employees serving under indefinite appointments, temporary appointments pending establishment of registers, term appointments, "status quo" and other non-status, non-temporary appointments.

(a) Subgroup AD. Veteran preference eligibles with compensable service-connected disability of 30% or more.

(b) Subgroup A. All other veteran preference eligibles.

(c) Subgroup B. Non-veteran preference eligibles.

h. Retention Standing. The ranking of competitive employees in a competitive level as of the effective date of the RIF by tenure group, subgroup and length-of-service augmented by credit for performance. Competing employees are released from the competitive level in the inverse order of retention standing.

i. Service Computation Date (reflective of length of creditable service). The date that an employee with no previous creditable service enters on duty, or the date obtained by subtracting the employee's total creditable prior military and/or civilian service from the date of his/her last date of entrance on duty, plus credit for performance covered in paragraph 4j below.

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j. Credit for Performance

(1) 5 CFR, Part 351 entitles employees to receive additional retention service credit when their performance meets certain criteria. Credit is given by adjusting an employee's service computation date for RIF. Part 351 also provides for standardizing retention service credit for performance ratings issued under multiple rating patterns. Retention service credit is based on ratings of record received under a performance appraisal system covered by 5 CFR, Part 430, or an equivalent system. Retention service credit for performance will be applied in a standard and consistent manner within the competitive level (the organizational and geographic boundaries in which employees compete for retention under RIF procedures).

(2) An employee's entitlement to retention service credit for performance shall be based on the employee's most recent ratings of record received during the four-year period prior to the date of issuance of the RIF notices.

(3) Current Department of Navy guidelines will be applied when awarding retention service credit.

k. Performance Rating of Record. The performance rating at the end of an appraisal period for performance of agency-assigned duties over the entire period and the assignment of a summary level within a pattern (as specified in 5 CFR 430.208(d)/DON CHR Manual 351), or the out-of-cycle rating of record required to support a within-grade increase determination.

l. Representative Rate. The fourth step rate of a General Schedule Classification Act position (including COLA) and the second step rate of a Federal Wage System position.

m. Statutory Retention Rights. The rights of an employee restored under 5 CFR Part 353, based on uniformed service, to receive additional retention protection in RIF. The period of statutory retention is one year for an employee restored after uniformed service of more than 180 days and six months for uniformed service of more than 30 days, but less than 181 days.

5. Responsibilities

a. Activity

(1) Obtain, as required, higher level headquarter's approval for RIF. Approve all requests for RIF action including specific positions identified for abolishment.

(2) Submit Requests for Personnel Action (RPA) for each position to be abolished by title, grade, position description number and organization segment and forward to HRO CNR.

(3) Sign and issue RIF notices.

(4) Provide descriptions of competitive levels in cases where coverage is not already apparent from the allocation of the position, i.e., service, pay plan, series, grade and title of position.

b. HRO/HRSC

(1) Maintain retention registers.

(2) Maintain competitive level descriptions.

(3) Review RPAs to determine if RIF procedures are applicable.

(4) Determine placement rights of affected employees and prepare RIF notices.

(5) Counsel employees affected by RIF.

(6) Maximize job placement assistance for employees affected by RIF. Register displaced employees in the DOD Priority Placement Program (PPP) and Reemployment Priority List; and counsel displaced employees that OPM's Interagency Career Transition Assistance Plan (ICTAP) provides priority consideration for vacant positions in other Federal agencies and that consideration under this plan requires employees to submit his/her application in accordance with job announcement instructions.

6. RIF Procedures

a. Assignment Rights

(1) A determination of whether grades between different pay systems are equivalent for placement purposes shall be based on a comparison of representative rates.

(2) Each employee's assignment rights shall normally be determined on the basis of the pay rates in effect on the date specific RIF notices are issued. However, when it is officially known on the issue date that new pay rates have been approved and will become effective by the effective date of the RIF, assignment rights shall be determined on the basis of the new pay rates.

(3) A group I or II employee reached for release from a competitive level shall be offered assignment to another

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position, if entitled, under bumping or retreat procedures or, if available, to an equivalent vacant position. The offered position must be one that is expected to continue for at least 90 calendar days, have the same work schedule as the position from which released, and be the best possible offer within the competitive area. If the employee accepts, the employee shall be assigned to the position offered. If the employee has no assignment right or does not accept an offer, he/she shall be furloughed or separated.

(4) A full-time employee may not displace an other-than-full-time employee or vice versa to satisfy RIF assignment rights. However, an activity may, at its discretion, offer a vacant other-than-full-time position to a full-time employee or offer a vacant full-time position to an other-than-full-time employee in lieu of separation by RIF.

b. Limits on Right of Assignment

(1) An employee has no right to choose his/her assignment when there are two or more positions with the same representative rate or to be assigned to a position with a higher representative rate.

(2) An employee who has received a written decision to demote him/her because of unacceptable performance competes for retention from the position to which he/she will or has been demoted.

(3) An employee with a current annual performance rating of unacceptable has no assignment rights.

c. Bumping (displacing an employee in a lower subgroup). A tenure group I or II employee is entitled to bump into a position that:

(1) Is held by another employee in a lower tenure group or in a lower subgroup within the same tenure group in another competitive level.

(2) Is the same grade or no more than three grades (or three grade intervals or equivalent) below the position from which employee is released.

(3) Is in the same competitive area.

d. Retreating (displacing an employee within the same subgroup). Normally a tenure group I or II employee is entitled to retreat to a position that:

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(1) Is held by another employee in another competitive level with a lower retention standing in the same tenure group and subgroup.

(2) Is at the same grade or no more than three grades (or three grade intervals or equivalent) below the position from which the employee is released, except for a preference eligible employee with a compensable service-connected disability of 30% or more, that limit is five grades or grade intervals.

(3) Is the same, or essentially identical, to a position previously held by the employee in any Federal agency.

However, an employee with a current annual performance rating of minimally successful or equivalent may only retreat to a position held by another employee with a current annual performance rating no higher than minimally successful or equivalent.

e. Qualifications for Assignment

(1) An employee is qualified for assignment, if the employee:

(a) Meets the OPM qualification standards and requirements for the position, including any minimum educational requirement and any selective placement factors established.

(b) Is physically qualified, with reasonable accommodation where appropriate, to perform the duties of the position.

(c) Meets any special qualifying condition that OPM has approved for the position.

(d) Clearly demonstrates on the basis of overall background, including recency of experience, a positive ability to successfully perform the duties of the specific position upon entry into it, without undue interruption to that activity and without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

(2) The sex of an employee may not be considered in determining whether an employee is qualified for a position, except positions for which OPM determined certification of eligibles by sex is justified.

(3) An employee who is released from a competitive level during a leave of absence because of a compensable injury may not be denied an assignment right solely because the employee is not physically qualified for the duties of the position if the physical disqualification resulted from the compensable injury. Such an employee must be afforded appropriate assignment rights

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subject to recovery as provided by applicable law and regulations.

(4) An employee may be assigned to a vacant position by waiving the qualifications requirements, except for the minimum education requirement prescribed by the OPM. A determination must be made that the employee has the capacity, adaptability, and the special skills required to satisfactorily perform the duties and responsibilities of the position. Qualification requirement may be waived only for positions with the same or lower representative rate than that held by the employee.

f. Physical Qualification Determination

(1) An employee will be required to take a physical examination for assignment to another position when:

(a) The position has more arduous duties than the position previously held.

(b) The duties of the position are such that a physical deficiency might endanger human life or result in serious property damage.

(2) The determination of physical ability will be decided on an individual basis, regardless of sex or physical handicap, if the employee is otherwise entitled to the job offer.

(3) An employee who has a compensable service-connected disability of 30% or more has the right to respond to an initial determination that the employee is not able to fulfill the physical requirements of a position to which the employee would otherwise have been assigned under the RIF regulations.

(a) Initial determination of this type must be submitted to OPM for final determination.

(b) Simultaneously, the employee must be given a written notice of the reasons for this determination and be advised of the right to respond to OPM within 15 days from the date of the notice.

(c) OPM will review the material submitted and will make a final determination concerning the employee's physical ability to perform the duties of the position.

g. Retention Rights of Retired Military Employees

(1) A retired member of uniformed service below the rank of Major (or equivalent) is considered a preference eligible for

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RIF only if he/she meets at least one of the conditions covered in paragraph (a), (b) or (c) below:

(a) The employee's military retirement is based on disability that either:

1. Resulted from injury or disease received in the line of duty as a direct result of armed conflict.

2. Was caused by an instrumentality of war incurred in the line of duty during a period of war as defined by Sections 101 and 301 of Title 38, United States Code.

(b) The employee's retired pay from military service is not based upon 20 or more years of full-time active service, regardless of when performed. (However, this total does not include periods of active duty for training.)

(c) The employee has been employed continuously since 30 November 1964, in a position covered by this chapter without a break in service of more than 30 days.

(2) A retired member of uniformed service at or above the rank of Major (or equivalent) is considered a preference eligible if he/she meets the definition of disabled veteran in Section 2108(2) of Title 5, United States Code and meets one of the conditions in paragraph g(1)(a), (b) or (c) above.

7. Notice to Employees

a. Each employee selected for release from a competitive level under RIF procedures is entitled to a written notice of at least 60 full days before the effective date of release.

b. Neither the date the employee receives the notice, nor the effective date of the RIF action, may be counted in computing the notice period.

8. Appeals/Grievances

a. An employee who has been furloughed for more than 30 days, separated or demoted by a RIF action and is not otherwise covered by a negotiated grievance procedure, may appeal to the Merit Systems Protection Board (MSPB) anytime after the effective date of the action but no later than 30 calendar days after the effective date of action. An employee has the right to examine the RIF regulations and inspect the retention registers and other records which may have bearing on his/her particular case.

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Information concerning these regulations, retention registers, and other records are available at HRO CNR.

b. Employee appealing to MSPB should complete the Appeal Form (OF 283) and forward to:

Chief Appeals Officer
Merit Systems Protection Board
Seattle Regional Office
Federal Building, Room 1840
915 Second Avenue
Seattle, WA 98174-1056

c. An employee in a bargaining unit covered by a negotiated grievance procedure that includes RIF must use the negotiated grievance procedure and may not appeal RIF actions to the MSPB.

SECTION 212 SUPPORT OF THE DEPARTMENT OF DEFENSE (DOD) PRIORITY
PLACEMENT PROGRAM (PPP)

Ref: (a) DOD 1400.25-M, Dec 96
(b) DOD Priority Placement Program Operations Manual of
Jul 98

1. Purpose. To provide information regarding the Department of Defense (DOD) Priority Placement Program (PPP), that is regulated by references (a) and (b).

2. Scope. The DOD PPP applies to all military and civilian supervisors of positions in the competitive or excepted service.

3. Background

a. The PPP is an automated system of several subprograms with the primary purpose of placing DOD personnel who have been adversely affected through no fault of their own. The principal program within the PPP is Program A, which applies primarily to displaced employees and returning overseas employees.

b. The PPP is also the means by which employees with grade retention entitlements under Section 5362 of Title 5, United States Code (USC), are afforded continuing priority placement to vacancies for which qualified. Eligible employees are registered and referred under provisions of PPP "R."

c. The PPP "S" is the means by which eligible spouses relocating with their military sponsors are offered priority referral for vacancies at the new duty station. Authority for Program "S" is Title 10, USC 1784 and Executive Order 12721.

d. Activity officials interested in viewing reference (b) may go to: <http://www.cpms.osd.mil/care/index.html>

4. Responsibility/Action

a. Commanders or heads of activities in compliance with references (a) and (b) will issue to all subordinate supervisors, managers and staff officials, upon arrival and not later than every three years thereafter, a written statement of support for the DOD PPP and ensure all recipients comply with the spirit, letter and intent of this program. (See Exhibit I

for sample statement.) The support statement will reinforce employees' confidence in receiving PPP outplacement assistance during drawdown periods and also project a positive image in support of the program during personnel program evaluations and audits. To further affirm his/her commitment to the DOD PPP, Commanders or heads of activities will ensure all levels of military civilian management and supervision will:

(1) not cancel nor hold in abeyance a recruitment RPA to circumvent placement of a PPP registrant;

(2) not rewrite a position/job description to change the classification/qualification requirements to avoid hiring from the PPP; and

(3) prepare a written justification to HRSC-PAC via the Commanding Officer or designee and HRO CNR when a recruitment is canceled after a PPP match has occurred.

b. HRO CNR will:

(1) advise Commanding Officers and key managers on all aspects of the PPP and ensure compliance with program requirements;

(2) participate in PPP briefings, as requested;

(3) when applicable, document Request(s) for Personnel Action (RPA) in the notepad section appropriate Automated Stopper and Referral System (ASARS) coding and employment conditions prior to transmitting to HRSC-PAC for continuing action; and

(4) interface with activity and HRSC-PAC on PPP placement actions and issues.

c. HRSC-PAC will:

(1) serve as the principal point of contact for PPP related matters and issues;

(2) in a coordinated effort with HRO CNR, conduct DOD PPP briefings, as requested;

(3) upon receipt of a recruitment RPA:

(a) review the prior consideration and Reemployment Priority List (RPL) of eligibles and certify available names to the manager/supervisor;

(b) if the vacancy is not filled through sources in paragraph 4c(3)(a) above, submit a requisition to ASARS in accordance with Chapter 8 of reference (a);

1. upon receipt of a match, determine if registrant is well qualified; if the match is deemed well qualified, advise HRO CNR that a job offer will be made and coordinate placement process accordingly;

2. if more than a single match is received, determine those registrants who are well qualified and refer to the manager/supervisor for consideration; upon receipt of a selection, coordinate placement process accordingly;

3. comply with reporting requirements specified in Chapter 9 of reference (a).

(4) counsel and register eligible employees into appropriate PPP subprograms and submit amendments thereto, as applicable;

(5) establish and maintain employee registrant files including related material and documents.

EXHIBIT I

NOTE 12330

NOTICE 12330

Subj: SUPPORT OF THE DEPARTMENT OF DEFENSE PRIORITY PLACEMENT PROGRAM

Ref: (a) DOD Priority Placement Program Operations Manual of Jul 98
(b) COMNAVREGHIINST 12000.1D, Section 212

1. Purpose. To affirm my personal support of the Department of Defense (DOD) Priority Placement Program (PPP) that is an integral part of the DOD Program for Stability of Civilian Employment implemented by reference (a).

2. Scope. This notice applies to all military and civilian supervisors of positions in the competitive or excepted service.

3. Policy. It is my personal responsibility to ensure that personnel of this command adhere to the policies and procedures of reference (a) and as described in reference (b). It is the policy of this command to fully support and actively promote efforts to employ displaced Federal employees. Managers and supervisors will cooperate in efforts to place individuals entitled to placement through the PPP.

4. Action. To ensure that our management decisions regarding affected positions are made in consonance with the spirit and intent of this program, all levels of management and supervision will:

a. Not cancel nor hold in abeyance a recruitment Request for Personnel (RPA) to circumvent placement of a PPP registrant.

b. Prepare a written justification to HRSC-PAC via HRO CNR when a recruitment action is canceled after a PPP match has occurred.

c. Be prepared to discuss with me any management decision that impacts negatively on administration of the PPP and which has been brought to my personal attention for resolution.

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02 FEB 06

5. Cancellation Contingency. This notice will remain in effect until superseded.

(Activity Head Signature)

SECTION 213 GRADE AND PAY RETENTION

Ref: (a) 5 CFR 536
(b) CPI 536

1. Purpose. To provide information regarding grade and pay retention provisions of the Civil Service Reform Act (CSRA) of 1978 as implemented by the Office of Personnel Management (OPM), the Department of Defense (DOD) and Department of Navy (DON) in references (a) and (b).

2. Background. Title VIII of the CSRA provides for grade and pay retention--under certain circumstances--when an employee's grade and pay would otherwise be reduced that apply to all permanent employees in the competitive and excepted service who are paid under the General Schedule or a prevailing rate schedule.

3. Grade Retention Provisions

a. Criteria for entitlement

(1) Employees changed to lower grade (CLG) are covered if they have previously served at some time in the past for 52 continuous weeks in one or more positions of a higher grade than to which demoted by:

(a) reduction in force (RIF); or

(b) registration in the Priority Placement Program as a result of receiving a specific separation notice (via CFR 752 adverse action procedures) after declining a transfer of function outside the commuting area.

(2) Employees CLG'd based on downgrading of their position due to misclassification or application of new standards will be covered only if the position has been classified at the higher grade for at least one year.

(3) The Office of the Assistant Secretary for Defense Memorandum titled "Grade and Pay Retention" dated 13 February 1987 (signed by Claire E. Freeman, Deputy Assistant Secretary of Defense [Civilian Personnel Policy]), authorizes grade retention within DOD to be extended in the following situations. 5 CFR

Part 536.103 (b) authorizes, under certain circumstances, the head of the agency to offer grade retention to employees who meet the general eligibility requirements, but do not have a specific entitlement by law or OPM regulation.

(a) Employees who receive a reduction in force notice proposing change to lower grade or separation and accepts a lower graded position at the same or another DOD activity. If the position accepted is not a grade lower than one that has been offered by his or her activity, grade retention will be granted. If the position accepted is at a lower grade than one which has been offered by the activity, grade retention may be granted, provided management determines that placement in the position is in the Government's interest.

(b) Employees in an organization undergoing realignment or reduction, but who would not be affected personally, requests a change to lower grade. If management determines that the employee's change to lower grade would result in placement in a more suitable position for that employee and in a lessening or avoidance of the impact of the reduction in force on other employees, grade retention will be granted.

(c) In other circumstances, as determined by addressees, resulting from personnel actions initiated by management to further the agency's mission, to the extent that the intent of applicable law and regulation is met.

b. Entitlement

(1) Unless terminated earlier for reasons specified in paragraph 5 below, eligible employees are entitled to two years grade retention after the CLG action.

(2) While under personal grade retention, employees will be treated as being in the higher grade for all pay and benefit purposes, including within-grade pay increases, life insurance, retirement, etc. However, in the event of subsequent RIFs or for merit pay purposes, employees will be treated as being in the position to which they have been demoted.

(3) While under grade retention, employees will be mandatorily registered in the DOD Priority Placement Program for

positions for which qualified and at the retained grade level only. Initial area of registration will be HRO CNR Hawaii Pearl serviced activities; maximum expanded area of referral will be limited to other Navy/DOD activities in the commuting area.

4. Pay Retention Provisions

a. Criteria for entitlement. The following employees are entitled to indefinite pay retention providing their current rate of basic pay is higher than the top step of the grade level to which demoted:

(1) Employees covered by paragraph 3a above upon expiration of their two years of personal grade retention.

(2) Employees who are CLG'd due to RIF, declination of a transfer of function offer outside of their commuting area, or reclassification actions and who are not eligible for grade retention (i.e., has not some time in the past 52 continuous weeks held one or more positions of a higher grade than to which demoted).

(3) Employees placed in a formalized employee development program generally utilized government-wide, e.g., ~~upward mobility, apprenticeship, career intern programs; or~~ employees placed in position which are determined to be "hard-to-fill."

(4) Employees placed in positions because they no longer meet the specific employment conditions or requirements established by OPM or DON, e.g., allowable periods of service in foreign areas, qualification requirements (including physical standards).

(5) Under certain allowable conditions, employees placed in positions as a result of a reduction or an elimination of scheduled rates.

(6) Employees who are eligible for grade retention but who voluntarily elect (prior to issuance of a RIF notice or CLG action) to be downgraded with their position.

(7) The Office of the Assistant Secretary for Defense Memorandum titled "Grade and Pay Retention" dated 13 February

1987 (signed by Claire E. Freeman, Deputy Assistant Secretary of Defense [Civilian Personnel Policy]), authorizes pay retention within DOD to be extended in the following situations. 5 CFR Part 536.104 (b) authorizes, under certain circumstances, the head of the agency to offer pay retention to employees who meet the general eligibility requirements, but do not have a specific entitlement by law or OPM regulation.

(a) Employees who would otherwise be granted grade retention under 3a(3)(a) or (b), but does not meet the time requirements as specified in 5 USC 5362.

(b) Employees who accept a lower graded position designated in advance by the activity as being hard-to-fill under criteria similar to those used for extending special rates under 5 CFR Part 530.

(c) Employees who are reduced in grade upon return from an overseas assignment in accordance with the terms of a pre-established agreement. This includes employees who are released from the period of service specified in their current transportation agreement due to a management initiated action, and employees who have completed more than one year under their current agreement and who are released from the specified period of service because of compelling personal reasons of a humanitarian or compassionate nature, such as may involve physical or mental health or circumstances over which the employee has no control. Also included are those nondisplaced overseas employees with no obligation to return who are covered by Chapter 5, Section C of the DOD Priority Placement Program Operations Manual.

(d) Employees who decline an offer to transfer with his or her function to a location outside the commuting area, or is identified with such function but receives no offer at the gaining activity, and is placed in a lower graded position at the losing activity or any other DOD activity.

(e) Employees who accept a lower graded position offered by the activity for non-disciplinary reasons of ill health under criteria similar to those used in meeting the responsibilities for selective placement in lieu of disability retirement.

(f) Employees occupying a position under a Schedule C appointment are placed, other than for cause or at the employee's request, in a position at a lower grade in the competitive service or another Schedule C position.

(g) Employees occupying an Army or Air Force reserve technician position has or is scheduled to lose eligibility through no fault of his or her own (i.e., "status quo" employee) and accepts placement in a lower graded non-reserve technician position.

(h) Employees occupying National Guard technician positions lose military status through no fault of his or her own and accepts placement in a lower graded competitive service position.

(i) Employees not serving under a mobility agreement whose job is abolished declines an offer within the competitive area but outside the commuting area and is placed in a lower graded position in the commuting area.

(j) Employees who apply through a formal recruitment program and is selected for a position at an overseas location. In such cases, all potential applicants must be advised in writing that pay retention will be offered to successful applicants whose pay would otherwise be reduced if selected for the position.

(k) In other circumstances, as determined by addressees resulting from personnel actions initiated by management to further the agency's mission, to the extent that the intent of the law and regulations governing grade and pay retention is met.

b. Entitlement. Eligible employees are entitled to:

(1) The lower of either their current rate of pay or 150% of the top step of the grade level to which demoted.

(2) 50% of general comparability increases for the top step of the grade to which demoted.

(3) Indefinite pay retention until the pay of the top step of the grade level to which demoted equals or exceeds the

retained pay, or unless the retained pay is terminated for one of the reasons specified in paragraph 5 below.

5. Termination of Grade and/or Pay Retention. Any one of the following reasons will terminate grade and/or pay retention:

- a. Break in service of one day or more.
- b. Demotion for cause (action based on conduct, character, or unacceptable performance of employee).
- c. Request by the employee for CLG or termination of benefits, e.g., a demotion initiated by the employee for his or her convenience or personal advantage, or when the employee requests or consents to a demotion in lieu of a proposed adverse action for personal cause.
- d. Placement in a comparable position, or declination of an offer of a comparable position in the same commuting area. In this situation, the employee's pay will be set under highest previous rate rules and will be effective on the last day of the pay period in which the declination is received.

6. Appeals

a. Employees may appeal termination of retained grade or pay only on the basis that they did not receive a comparable or reasonable offer. Such appeals are to be submitted to OPM.

b. For employees in an exclusively recognized bargaining unit, termination of retained grade or pay retention may be reviewed under the negotiated grievance and arbitration procedures and the terms of any applicable collective bargaining agreement.

SECTION 214 WITHIN-GRADE INCREASES (WGI)

Ref: (a) 5 CFR 531, Subpart D
(b) 5 CFR 532, Subpart D
(c) OPM Federal Wage System-Appropriated Fund
Operating Manual

1. Purpose. To provide policy guidance and procedural instructions concerning the administration of the within-grade increase prescribed in references (a) through (c).
2. Employees covered. This section applies to all employees occupying Federal Wage System (FWS) positions and permanent positions subject to the General Schedule (GS). Permanent position for this purpose means a GS position that is filled by a non-temporary appointment and without a definite time limitation, to include employees on Temporary Appointment Pending Establishment of Register (TAPER) and term appointments.
3. Policy. It is the policy of the Department of the Navy that current regulations be utilized to motivate employees to perform continuously at their full capacity and to ensure that every employee is paid that salary which is warranted by the degree of competence with which he/she performs to merit a pay increase, not just adequate for retention on the job. Consequently, covered employees may be granted an increase in their basic rate of pay in the current grade/pay plan provided the employee's most recent performance rating is at an "Acceptable" level and he/she had not received an "equivalent" increase in pay during his/her waiting period. When necessary, supervisors will give all warranted assistance in improving the job performance of employees whose work falls below an acceptable level. Authority to withhold WGIs is hereby delegated to first-line supervisors.
4. Waiting period
 - a. GS employees
 - (1) For a full-time employee and for a nonfull-time employee with a scheduled tour of duty, the waiting periods for advancement to the following steps in all grades are:

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(a) steps 2, 3, and 4 - 52 calendar weeks of creditable service;

(b) steps 5, 6, and 7 - 104 calendar weeks of creditable service; and

(c) steps 8, 9, and 10 - 156 calendar weeks of creditable service.

(2) For an employee without a scheduled tour of duty, the waiting periods for advancement to the following steps in all grades are:

(a) steps 2, 3, and 4 - 260 days of creditable service in a pay status over a period of not less than 52 calendar weeks;

(b) steps 5, 6, and 7 - 520 days of creditable service in a pay status over a period of not less than 104 calendar weeks; and

(c) steps 8, 9, and 10 - 780 days of creditable service in a pay status over a period of not less than 156 calendar weeks.

b. FWS employees

(1) For a full-time employee and for a nonfull-time employee with a prearranged regularly scheduled tour of duty, the waiting periods for advancement to the following steps in all grades are:

(a) step 2 - 26 calendar weeks of creditable service;

(b) step 3 - 78 calendar weeks of creditable service; and

(c) steps 4 and 5 - 104 calendar weeks of creditable service.

(2) For a nonfull-time employee without a prearranged regularly scheduled tour of duty, the waiting periods for advancement to the following steps in all grades are:

(a) step 2 - 130 days of creditable service in a pay status over a period of no less than 26 calendar weeks;

(b) step 3 - 390 days of creditable service in a pay status over a period of no less than 78 calendar weeks; and

(c) steps 4 and 5 - 520 days of creditable service in a pay status over a period of no less than 104 calendar weeks.

Any day on which a part-time service is performed constitutes a full day.

5. Procedures

a. Employee's current annual performance rating of record will be used to support an ALOC determination for the granting or denial of a WGI. A WGI will be processed only if the current performance rating of record is at an acceptable level of competence.

b. If a GS employee's level of competence is unacceptable, the supervisor should promptly contact the servicing Labor-Relations (LR) Advisor, HRO CNR, for technical advice and assistance. (Supervisors may use the procedures in this paragraph for FWS employees.) The LR Advisor will assist with the preparation of any negative determination to ensure compliance with regulations. This notice should state the specific basis for the denial of the WGI and advise the employee of his/her right to contest the unfavorable determination. In cases where an employee's rating of record is unacceptable, but the employee's performance has improved to an acceptable level of competence before the end of the waiting period, the supervisor will prepare a new performance rating. This rating shall become the current official performance rating which replaces the previous rating of record for all purposes.

6. Effective date. A WGI shall be effective at the beginning of the next pay period following completion of the required waiting period and after compliance with other conditions of eligibility described above. When a WGI is delayed beyond its proper effective date through administrative error, oversight, or delay, the increase shall be made effective as of the date it was properly due.

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7. Subsequent WGI. After an employee's WGI has been withheld, at any time the employee's performance of work reaches an acceptable level of competence the employee should be granted a WGI. The supervisor in such case should notify the LR Advisor so that the supervisor can prepare a new performance rating. The WGI will be effective as of the first pay period following submission of the new rating to HRO CNR.

SECTION 215 TRAVEL FOR PERMANENT CHANGE OF STATION, RENEWAL
TRAVEL AND SEPARATION TRANSPORTATION AGREEMENT

1. Purpose. To promulgate information concerning entitlements and authorization of travel and transportation allowances at government expense for civilian employees and their dependents moving to and from Hawaii under transportation agreements.

2. Background

a. Travel and transportation allowances at government expense will be authorized in accordance with JTR Volume 2.

b. Travel Orders (DD Form 1614) and Transportation Agreements (DD Form 1617 or DD Form 1618) are required for First Duty Station, Permanent Change of Station (PCS) and Renewal Agreement prior to travel.

3. Definitions

a. Dependents. Any of the following members of the employee's household at the time he/she reports for duty at his/her permanent duty station or performs authorized or approved renewal agreement or separation travel: spouse; children (including stepchildren and adopted children) unmarried and under 21 years of age or regardless of age if physically or mentally incapable of supporting themselves; or dependent parents of the employee and of the employee's spouse. (Generally, a parent is a dependent if over one-half of his or her support is provided by the employee or spouse.) Transportation entitlement applies even if the spouse is in the military service provided there is no duplication of travel and transportation coverage.

b. Renewal agreement travel. Entitlement afforded/approved for an eligible employee who completes tours of duty prescribed in signed transportation agreements for travel with dependent(s), if any, to designate actual place of residence and who executes a subsequent transportation agreement to serve and additional tour of duty at the same or another overseas duty station.

c. Transportation agreement. A written understanding between the Federal government and employee wherein the government agrees to furnish transportation and other related

allowances to the designated place of actual residence and the employee agrees to remain in the government service for a specified period; place of actual residence will be confirmed by HRO CNR. The completion of that specified period/tour of duty establishes transportation eligibility and does not in itself terminate the employee's employment. However, failure to complete at least 12 months of the agreement, unless for reasons acceptable to the government, will result in reimbursing the government for all expenses incurred for the travel.

d. Transportation entitlements. Includes transportation, per diem, temporary quarters subsistence expense, foreign transfer allowance, miscellaneous expense allowance, real estate reimbursable expenses, shipment of household effects, non-temporary storage of household effects and shipment of privately owned vehicle, when authorized, as applicable to type and point of travel. (Refer to JTR Vol. 2, C4400 to determine applicable entitlements.)

e. Travel orders. DD Form 1614 which establishes conditions in writing under which official travel and transportation is authorized at government expense. Issuance will usually be before the performance of travel.

4. Eligibility Criteria. An employee is required to sign and/or fulfill the requirements of the transportation agreement before any travel is performed.

a. An initial transportation agreement for assignment to Hawaii is 36 months. Completion of this period of service establishes eligibility for return transportation of the employee, dependent(s), if any, and household effects.

b. A renewal transportation agreement provides eligibility for round trip transportation as follows:

(1) Employees permanently assigned to Hawaii prior to 9 September 1982 who comply with prescribed transportation agreement requirements will continue eligibility for unlimited renewal agreement travel.

(2) Employees who were recruited for shortage category positions prescribed by 5 U.S.C. 5723 and identified in Appendix A of the Federal Personnel Manual, Chapter 571.

(3) Employees recruited for permanent duty in Hawaii as of 8 September 1982 will not be eligible for renewal agreement travel unless the activity travel-approving official determines that payment of travel and transportation expenses is necessary for recruitment or retaining employees. (See paragraph 5a(1) for documentation requirements.)

Renewal agreement travel for all employees covered in paragraphs 4b(2) and (3) who reported for duty in Hawaii after 8 September 1982 will, under no circumstances, exceed two round trips.

5. Responsibilities

a. Activities

(1) For PCS, coordinate action including determination of travel/transportation entitlements with, and furnish appropriate funding data to, HRO CNR as soon as possible. For employees covered by paragraph 4b(3), the activity travel-authorizing official will determine prior to PCS or within 30 days of entry on duty whether or not renewal travel is in the best interest of the government for recruiting or retaining employees. For those determined to be in the best interest of the government, the travel authorizing official will submit request with justification for approval of renewal agreement travel via HRO CNB Pearl to Office of Civilian Personnel Management, Pacific Region for approval/disapproval.

(2) For employees entitled to renewal agreement or separation travel, submit Exhibit 1 to HRO CNR at least 30 days in advance of desired travel date to process travel orders.

(3) For separation travel, ensure that travel is performed as soon as possible after separation. Commanding Officers may authorize a reasonable delay at the written request of the employee. A reasonable delay is generally 90 days; under unusual extenuating circumstances, the Commanding Officer may authorize a delay of up to two years from date of separation. If an employee does not request delay travel or refuses to accept transportation at the expiration of an approved delay period, transportation entitlements are waived. Entitlement is also lost when the employee separates overseas to accept private overseas employment or for the purpose of remaining overseas; however, earned transportation entitlements are allowed for travel of dependents and household effects provided such travel

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and transportation begins within a reasonable time. The employee's election will be in writing including a statement that the employee clearly understands the conditions of loss of transportation entitlement.

(4) Advise employees that space available travel may be authorized for employees serving under a transportation agreement and their dependents for emergency travel. (See Exhibit 2.)

b. HRSC PAC. Coordinate action with activity, prepare appropriate travel orders/related documents, counsel employees of their transportation entitlements and obligations and ensure records are properly documented.

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EXHIBIT 1
REQUEST FOR ISSUANCE OF TRAVEL ORDERS
(Submit original only)

Employee's Names		Position Title/Grade	
Name of Activity:			
SSN:		Phone No.:	Fax No:
Actual Place of Residence at time of Appointment in CONUS.		Alternate Destination: (For Renewal or Separation Travel)	
TYPE OF TRAVEL (Check one)			
<input type="checkbox"/> Permanent Change of Station		<input type="checkbox"/> Renewal Agreement Travel (RAT)	
<input type="checkbox"/> Separation		<input type="checkbox"/> Other (Specify)	
From: _____			
To: _____			
(City, State)			
City, State/Country			
Dates:			
Last RAT executed: _____		Eligible Date: _____	Desired Departure Date: _____
DEPENDENT INFORMATION: <input type="checkbox"/> Concurrent <input type="checkbox"/> Delayed <input type="checkbox"/> Early Return			
Names		Relation	Date of Birth (Children)
SHIPMENT OF HHG: Approx. weight _____ lbs. (Estimate 1,000 lbs per room)			
SHIPMENT OF POV <input type="checkbox"/> Yes <input type="checkbox"/> No Dimensions (type/size): _____			
REAL ESTATE: Sale: \$ _____ Purchase: \$ _____			
TQSE: _____			
ACCOUNTING CITATION (To be completed by funding activity):			
TRAVEL ORDER NO. _____ TAC: _____			
Signature of Employee Requesting Travel:			
AUTHORIZATION			
1) For RAT: _____ days (Annual/other) Authorized			
_____ (Signature of Supervisor)			Date
Funding/Travel Approving Official: _____			
_____ (Signature)		Date	

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NOTE TO TRAVELER: To make travel arrangements, bring your travel orders to the Navy Passenger Transportation Officer, Bldg. 487, Pearl Harbor, HI. ***If you purchase your own tickets, you will not be reimbursed unless you can prove that there was an exception for not using the contract carriers. The exceptions must be certified on the travel order, travel voucher, or other documents provided by the traveler or agency-approved authorizing official See JTR C2002-A.***

Travel claims (DD-1351-2 must be filed 15 days upon completion of travel.

REMARKS:

TO BE COMPLETED BY HRSC PAC

TRAVEL COST:
Air far:
No. of travelers:
Total cost:

PER DIEM:

Other Misc:

SHIPMENT OF HHG

POV

TOTAL:

MISC EXP ALLOWANCE

Without depns: \$350
With depns: \$700

TQSE

1ST 30 DAYS: Employee:
Depns over 12 yrs:
Depns under 12 yrs:
TOTAL:

2ND 30 DAYS: Employee:
Depns over 12 yrs:
Depns under 12 yrs:
TOTAL:

REAL ESTATE:

SALE:

PURCHASE:

GRAND TOTAL

EXHIBIT 2

Date

From:

To: Director, Personnel Support Activity Detachment, Pearl
Harbor, (Code 50)

Via: Commanding Officer, (command)

Subj: REQUEST FOR SPACE AVAILABLE TRANSPORTATION TO
_____ (WEST COAST)

Ref: (a)

1. It is requested that the following named person(s) be
authorized transportation on a space available basis to
_____ under authority of reference (a).
Sponsor will/will not accompany in a leave status.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>BIRTH DATE</u>	<u>PLACE OF BIRTH</u>
-------------	---------------------	-------------------	-----------------------

2. My reason for this request is (state reason).

3. For contact purposes, the following information is
furnished:

Address:

Phone Number: _____
(Home) (Work) (Other)

4. Name and address of next of kin:

5. The person(s) named above will be ready to travel any time
after _____.

6. I understand that the Navy is under no obligation to provide
the requested transportation and that consideration will be
given this request only in the event that space may become
available and, further, that any travel performed in connection
with this request will be subject to no reimbursement by the
government.

SIGNATURE

SECTION 216 EXIT INTERVIEW AND ADMINISTRATIVE CLEARANCE

1. Purpose. To provide procedures for conducting exit interviews and administrative clearances for employees.

2. Coverage. Employees leaving an activity should have an exit interview and complete administrative clearance processes consistent with the requirements of the individual activity if they:

- a. Separate from Federal service for any reason.
- b. Transfer (move to non-Navy activities).
- c. Are reassigned (to a different Navy or Marine Corps activity).

3. Objectives. The objectives of an exit interview program are to obtain employment information from the employee and to counsel on rights and benefits. These objectives include:

- a. Give employment information relative to rights and benefits; review with employee the reasons for the separation and assist in terminating employment and clearance at the activity.
- b. Obtain the employee's comments and opinions concerning working conditions, personnel management programs and practices, and suggestions for improvements.
- c. Inform management of significant matters, opinions or suggestions concerning the various aspects of the operation, work environment, and personnel practices which may be contributing to employee dissatisfaction and/or excessive turnover.
- d. Promote the employee's good will toward the activity and Federal service.
- e. Expedite completion and processing of clearance documents to avoid delays in issuing final pay check(s).

4. Reporting and Confidentiality

a. Suggestions and/or problem areas which are identified through the exit interview process will be reported to appropriate representatives in such a manner that the identity of the employee providing such information is kept confidential.

b. If the information provided is derogatory and of such a specific nature that it would clearly identify the employee providing it, or if allegation of discrimination or other prohibited practices are made, the employee must be willing to bring such matters to the attention of appropriate line management if action or consideration of the information is desired, and must understand that in such cases confidentiality is not possible. However, the confidentiality of the exit interview process will not be disregarded without the employee's prior consent.

c. Activities are requested to report any corrective action taken or investigative findings reached based on exit interview information to the HRO CNR.

5. Responsibilities

a. Activity supervisors or the activity authorized representatives:

(1) Ensure that separating employees complete the activity administrative clearance procedures; e.g., turn in classified material, ID card, forwarding address, etc.

(2) Conduct exit interviews with employees separating under conditions indicated in paragraph 2 above.

(3) Provide HRO CNR with written findings of the interview results if corrective action is warranted.

(4) Request HRO CNR conduct the exit interview if circumstances warrant. This should be done prior to separation.

(5) Investigate information provided by the HRO CNR and take indicated corrective actions, when feasible.

(6) Ensure that employees are aware of the exit interview process.

b. Employee. Provide exit interview information that will identify problem areas and may help to:

(1) Improve working conditions, personnel policies and practices.

(2) Eliminate any type of discrimination.

(3) Improve the efficiency and morale of their activity.

c. HRO CNR

(1) Conduct exit interviews consistent with paragraphs 2 and 5a(4) above.

(2) Provide information to activities and/or HRSC PAC on suggestions and/or problem areas (or significant positive accomplishments) obtained through the exit interview program.

(3) Ensure that the confidentiality of the exit interview process is not violated.

SECTION 217 AUTHORIZING INCENTIVES

Ref: (a) 5 CFR Part 537 (Repayment of Student Loans)
(b) Department of Navy Student Loan Repayment Plan
31 Jan 2005
(c) 5 CFR Part 575, Subpart A (Recruitment Incentives)
(d) 5 CFR Part 575, Subpart B (Relocation Incentives)
(e) 5 CFR Part 575, Subpart C (Retention Incentives)
(f) USD Memo of 21 Sep 2006
Subj: Implementation of Recruitment, Relocation and
Retention Incentives
(g) USD Memo of 5 Feb 2008, Subj: Implementation of
Enhanced Retention Incentive Authority
(h) 5 CFR 531, Subpart B (Determining Rate of Basic Pay)
(i) DOD 1400.25-M, SC531
(j) DOD 7000.14-R, Volume 5 or Volume 8

Exb: I - DON Student Loan Repayment Program Application
II - Student Loan Repayment Service Agreement
III - Sample Format Request for Incentive
IV - Sample Format for Recruitment Incentive
Justification
V - Sample Format for Recruitment Incentive Service
Agreement
VI - Sample Format for Relocation Incentive
Justification
VII - Sample Format for Relocation Incentive Service
Agreement
VIII - Sample Format for Retention Incentive
Justification (2 Options)
IX - Sample Format for Retention Incentive Service
Agreement (2 Options)
X - Sample Format Request for Superior Qualifications
Appointment Authority
XI - Sample Format for Superior Qualifications
Appointment Authority Justification

1. Purpose. To implement policy to use incentives and advanced in-hire pay rates as a recruitment, relocation and/or retention tool in accordance with references (a) through (i) and establishes procedures for processing and approving requests thereof.

2. Policy. In accordance with references (b), (f), (g) and (i), heads of DOD/DON Field Activities with independent appointing authority may approve incentives and advance in-hire

pay rates (Superior Qualifications Appointment-SQA). The authority to approve recruitment, relocation or retention incentives may be further delegated in writing and must be an official who is at least one level higher than the employee's (or group of employees, if applicable) supervisor and further referred to as Authorizing Management Officials (AMOs) who must review and approve incentive determinations before incentive payment(s) commences and upon execution of a service agreement, if required. Further, the activity head is the authorizing official to approve waiving repayment of paid incentives, when applicable. By reference (b), authority to approve repayment of student loans may be further delegated to the lowest practical level.

3. Background. Offers of incentives and advance in-hire pay rates provide management a recruitment and/or retention tool to attract and employ candidates possessing superior qualifications for positions that would otherwise be difficult to fill. Requirements and parameters for each category are further detailed in paragraphs 4 through 8 below. Eligible employees for a Student Loan Repayment Incentive are listed in paragraph 4b below; employees eligible for recruitment, relocation and retention incentives include those assigned to General Schedule (GS) positions, senior-level (SL) and scientific or professional (ST) positions (paid under 5 USC 5376), Senior Executive Service positions (paid under 5 USC 5383 as career appointees), Executive Schedule positions (paid under 5 USC 5311-5317), National Security Personnel System (NSPS) positions, law enforcement officer and prevailing rate positions, and positions to which the Office of Personnel Management (OPM) has extended eligibility. By reference (i), advanced in-hire pay rates above the required minimum rate may be authorized new appointees in the General Schedule (GS) at all grade levels, including permanent and temporary positions in the competitive or excepted service. To access fillable exhibit templates, click on desired exhibit number and refer to the sample exhibits in this section for required information. For further assistance and guidance, contact your respective command HRO Advisors. If desired, commands may establish individual supplementing instructions to set parameters for consistency and equity within the activity.

4. Student Loans Repayment Incentive

a. A student loan repayment incentive is limited to outstanding federally insured loans made by educational

institutions or banks and other private lenders as authorized by the Higher Education Act of 1965 and the Public Health Service Act.

b. Eligible employees include:

(1) Temporary employees on appointments leading to conversion to term or permanent appointments;

(2) Term employees with at least 3 years remaining on their appointments; or

(3) Permanent employees and employees serving on excepted appointments with conversion to term, career or career conditional.

c. Approving officials determine the amount of the loan repayment incentive based on the employee's value to the activity and budgetary considerations. The maximum payment allowable is \$10,000 per year with a total of \$60,000 for any one employee; activities can repay more than one loan as long as the repayments do not exceed \$10,000 per year/\$60,000 lifetime limit. Repayment of student loans is based **solely** on the outstanding debt at the time the employee and the activity enter into a service agreement. Each determination (including the amount to be paid) for recruitment purposes must be made before the employee actually enters on duty in the position for which recruited. Each determination for retention purposes will include that in the absence of offering to repay a student loan, the employee would likely leave for employment outside the Federal service.

d. Approving officials shall submit written justification for repayment of any student loan as follows:

(1) When used as a **recruitment** tool, justification will include a statement that in the absence of an incentive, the organization would encounter difficulty in filling the position with a highly qualified employee and will include details on difficulties in previous recruitment efforts;

(2) When used as a **retention** tool, the justification will address the special skills, unique qualifications of the employee or the special needs of the activity and how departure or potential departure would affect the activity's mission.

e. In selecting employees for a student loan repayment incentive, approving officials shall consider both equitable treatment and diversity of the workforce.

f. Prior to any repayment of a loan, a 3-year minimum service agreement must be signed and begins on the date the Defense Finance and Accounting Service (DFAS) makes the first payment to the loan holder(s); copy of the signed/executed service agreement will be transmitted to DFAS to commence payment to the lender(s) on a bi-weekly basis. Agencies are not responsible for late fees assessed by the holder or any tax liability. By reference (b), the service agreement may specify other employment conditions for continued authorization on the 1st page of the service agreement under "Conditions of Employment." These may include a requirement that the employee perform specific duties, meet all conditions of employment for the position, or retain employment within the organization.

g. The employee loses benefits if, he/she:

(1) Separates from the agency; or

(2) Does not maintain an acceptable level of competence (employee's most recent rating must be at least successful); or

(3) Violates the conditions of the service agreement.

h. An employee separated for misconduct or performance, or leaves voluntarily before completing the period of service specified in the agreement will reimburse the entire amount of any student loan repayment the employee received. The authorizing official may waive all or part of a recovery if he/she feels the recovery would be against equity and good conscience or against the public interest.

i. CNR HI HRO shall:

(1) Verify existence of and the balance remaining on qualifying outstanding loans shown on the student loan application form by forwarding to the loan holder(s) for verification;

(2) Maintain documentation for each student loan repayment application to include loan holder(s) verification of the employee's outstanding student loan, manager's justification

for authorizing the incentive, and a copy of the service agreement;

(3) Forward a copy of the signed service agreement to the pertinent Human Resources Service Center for filing on the left-hand side of the employee's Official Personnel Folder (OPF) and transmit copy to Defense Finance and Accounting Service (DFAS) who shall make payments directly to the lender on a bi-weekly basis; and

(4) Submit annual reports through their respective Directors of Civilian Personnel Programs to the Office of Civilian Human Resources (OCHR), Code 012 each fiscal year. Reports will identify the number of employees receiving a loan repayment incentive, job classification of each recipient, and the total cost of the student loan repayment incentive.

5. Recruitment Incentives

a. An authorized management official (AMO) may approve a recruitment incentive of up to 25 percent of the annual rate of basic pay based on criteria in paragraph 5d(1) below to an employee **newly appointed** to a position that is likely to be difficult to fill and who signs a service agreement prescribing conditions for the incentive.

b. An AMO may request OPM to waive the 25 percent limitation and set the limitation at up to 50 percent of the employee's annual rate of basic pay at the beginning of a service period multiplied by the number of years (including fractions, thereof) in the service period not to exceed two years; however, in no event may the employee's total incentive exceed 100 percent of the annual rate of pay at the beginning of the service period. The AMO shall submit requests for waiver through the Director, DON Office of Civilian Human Resources, 614 Sicard Street, SE, Suite 100, Washington DC 20374-5072 to the Director, DOD Civilian Personnel Management Service, Field Advisory Service, 1400 Key Boulevard, Arlington, VA 22109. Each request for a waiver must include:

(1) A description of the critical agency need the proposed recruitment incentive would address;

(2) The basis for determining that a position is likely to be difficult to fill (as determined under paragraph 5d(1) above);

(3) The proposed payment amount and justification for that amount;

(4) The timing and method of making the payments;

(5) The service period required; and

(6) Any other information pertinent to the case at hand.

c. The employee must sign a service agreement for a minimum period of six months, nor more than four years of employment with the DOD component prior to receiving any recruitment incentive payments. A recruitment incentive service agreement may not commence during: a period of employment established under any service agreement required for a relocation incentive; or, a period of employment established under any service agreement required for a retention incentive or for which an employee receives retention incentive payments without a service agreement. Failure to complete the service agreement may obligate the employee to repay the recruitment incentive and will be processed IAW reference (j).

d. An AMO may approve a recruitment incentive based on the following conditions:

(1) the following must be considered in determining whether to grant a recruitment incentive: availability and quality of candidates, including the success of recent recruitment efforts; recent turnover for the position or similar positions; salaries paid for similar positions outside the Federal government; employment trends and labor-market factors; special or unique competencies required for the position; organization efforts to use nonpay authorities (e.g., worksite alternatives, work scheduling flexibilities); desirability of the duties, work or organizational environment, or geographic location of the position; other supporting factors.

(2) Each determination to pay a recruitment incentive must be justified and documented to include: determination that the position will likely be difficult to fill in the absence of the incentive; supporting factors used to authorize the incentive; reasons for determining the amount and timing of the payments; and reasons for determining the length of the service period.

e. The AMO shall determine the percentage of the incentive based on criteria in paragraph 5d(1) above. The approved percentage, not to exceed 25 percent of the annual rate of basic pay, will be multiplied by the number of years (including fractions, thereof) in the service period, not to exceed four years. The incentive may then be paid as specified in the employee's service agreement and paid by any of the following methods:

(1) In a lump sum at the beginning of the service period stated in the agreement;

(2) In equal or variable installment payments throughout the service period; or

(3) As a final lump-sum payment at the end of the specified service period.

f. When necessary to make a timely offer of employment, the AMO may target groups of similar positions identified as difficult to fill, establish criteria in advance for offering incentives to newly appointed employees in the targeted group, and authorize an official who is not lower than a candidate's supervisor to offer an incentive (in any amount within a pre-established range) without further review or approval and may be paid to an employee who has not yet reported to duty once he/she has signed a service agreement.

g. An approved recruitment incentive **is not** part of an employee's rate of basic pay for any purpose.

6. **Relocation Incentives**

a. An AMO may approve a relocation incentive of up to 25 percent of the annual rate of basic pay to any **current** employee, serving in covered positions, who must relocate (whether permanent or temporary), without a break in service, to accept a position in a different geographic area that will likely be difficult to fill in the absence of an incentive. The determination to pay a relocation incentive must be made before the employee enters on duty in the position at the new location and he/she must establish a residence in the new geographic area before the incentive is paid and only if the employee's rating of record for the position held immediately before the move is at least Fully Successful or equivalent. Newly appointed employees are not eligible for a relocation incentive.

b. The same provisions of paragraph 5b above (for a recruitment incentive) apply for an AMO requesting OPM for waiver of the 25 percent limitation for a relocation incentive based on the same criteria stated therein.

c. An AMO may approve group relocation incentives and must be supported by written determinations that specify the group of covered employees, the conditions requiring the group incentive, and the period of time during which authorization of the group incentive is valid under the following conditions:

(1) The employee is a member of a group of employees subject to a mobility agreement and relocation incentives are necessary to ensure continuation of operations; or

(2) A major organizational unit is relocated to a new duty station and the relocation incentives will ensure continued operations of that unit without undue disruption to operations or functions deemed essential to the DOD component's mission.

d. The employee must sign a service agreement of not less than six months nor more than four years of continued employment with the DOD component prior to receiving any relocation incentive payments. A relocation incentive service agreement may not commence during a period of employment established under any service agreement required for a relocation incentive previously authorized. A relocation incentive service agreement may commence during a period of employment established under a service agreement for a previously authorized retention incentive or for which an employee is receiving previously authorized retention incentive payments without a service agreement; the service period under such a relocation incentive service agreement and the service period required by the retention incentive service agreement, if applicable, must be fulfilled concurrently. Failure by the employee to complete the service agreement may require the employee to reimburse the DOD component and will be processed IAW reference (j).

e. A relocation incentive must be approved by the AMO based on the same conditions and written documentation requirements stated in paragraph 5d(1) and (2) above. In addition to that required in paragraph 5d(2) above, the written justification will include affirmation that the employee's new position is in a different geographic area (50 or more miles from the worksite of the position held immediately before the move or affirmation

that the 50 mile requirement was waived) and affirmation that the employee established residence in the new geographic area.

f. The AMO shall determine the percentage of the relocation incentive based on one or more of the criteria listed in paragraph 6e above. The approved percentage will be multiplied by the number of years (including fractions of a year) in the service period, not to exceed four years.

g. A relocation incentive will be paid as specified in the employee's service agreement and may be paid by any of the following methods:

(1) In a lump sum at the beginning of the service period stated in the agreement;

(2) In equal or variable installment payments throughout the service period; or

(3) As a final lump-sum payment at the end of the specified service period.

h. An approved relocation incentive is not part of an employee's rate of pay for any purpose.

7. Retention Incentives

a. A retention incentive of up to 25 percent of basic pay may be offered to:

(1) A **current employee**, who has unusually high or unique qualifications or when the organization has a special need for the employee's services that make it essential to retain the employee and the employee would likely leave the Federal service (e.g., employee receives an offer of employment from a private firm) in the absence of an incentive; or

(2) An employee assigned to positions stated in paragraph 3 above currently employed in an organization subject to closure or relocation who is likely to leave his/her current position for another position in the Federal service when the AMO determines that:

(a) Given the organization's mission requirements and the employee's competencies, the organization has a special

need for the employee's services that makes it essential to retain the employee in his/her current position during a period of time before closure or relocation of the employee's office, facility, activity or organization; and

(b) In the absence of a retention incentive, the employee would be likely to leave for a different position in the Federal service (including a position in another Federal agency, a position in another DOD component or a different position in the same DOD component) as evidenced by the employee's affirmation or additional supporting documentation the AMO determines is appropriate; and

(c) The employee above is in receipt of a general or specific written notice from the organization that his/her position may or would be affected by the closure or relocation of the office, facility, activity or organization (e.g., employee's position may or would move to a new geographic location or the employee's position may or would be eliminated); inclusion of an office, facility, activity or organization on the Base Realignment and Closure list can be considered a general notice for this purpose.

b. As for recruitment and relocation incentives, OPM may waive the 25 percent limitation on retention incentives and set the limitation at up to 50 percent of an employee's annual rate of pay based on a critical agency need. Requests must be based on determinations that the employee's unusually high or unique qualifications are critical to the successful accomplishment of an important mission or project (e.g., programs or projects related to a national emergency or projects implementing a new law). AMOs shall submit requests for waiver as in paragraph 5b above and must include the following:

(1) A description of the employee's work requirements and responsibilities; or for a group retention incentive, a description of the group or category and the number of employees, thereof, covered by the proposed retention incentive;

(2) A description of the critical agency need the proposed retention incentive would address;

(3) The written documentation required in paragraph 7j below;

(4) The proposed retention incentive percentage rate and a justification for that percentage;

(5) The timing and method of making the retention incentive payments;

(6) The service period required; and

(7) Other information pertinent to the case at hand.

c. An AMO may approve retention incentives for a group of employees under the following conditions:

(1) The unusually high or unique qualifications of the group or a special need of the organization for the employees' services makes it essential to retain the employees in that group or category; and

(2) There is a high risk that a significant number of the employees in the group would likely leave the Federal service in the absence of the group retention incentive.

d. An AMO may also approve retention incentives for a group or category of employees in a closure or relocation situation when the group or category of employees has been narrowly defined and covers no more than one occupational series, and upon determination that:

(1) Given the organization's mission requirements, the organization has a special need for the services of employees in the defined group or category that makes it essential to retain the employees in their current positions during a period of time before the closure or relocation; and

(2) There is a high risk that a significant number of employees in the group would likely leave for different positions in the Federal service.

e. Group retention incentives are limited to 10 percent of an employee's rate of basic pay unless OPM approved a waiver thereof. Procedures to request for a waiver are the same as that in paragraph 5b above.

f. The requirement to obtain higher level approval does not apply when group retention incentives have been previously authorized for the applicable category of employees.

g. Group retention incentives may not be authorized for employees in SL or ST positions, SES positions, positions in the

Executive Schedule, or employees in similar categories for which payment of retention incentives has been approved by OPM.

h. In determining whether to grant a retention incentive, the AMO must consider: availability and quality of candidates, who, with minimal training, could perform the duties of the position; the success of recent efforts to recruit and retain employees with similar competencies; special or unique competencies required for the position; organizational efforts to use non-pay authorities to help retain employees (e.g., worksite alternatives; work scheduling flexibilities); desirability of the work, organizational environment, or geographic location of the position; salaries paid for similar positions outside the Federal government; the extent to which the employee's departure would affect the organization's ability to carry out an activity, perform a function, or complete a project deemed mission-essential; and other supporting factors.

i. A retention incentive may be paid in a single lump-sum payment after completion of the full service period, **or** in installments after completion of specified periods of service as follows:

(1) The AMO may not approve payment of a retention incentive as an initial lump-sum payment at the start of a service period **or** as an installment paid in advance;

(2) A single lump-sum payment paid upon completion of the service period is derived by multiplying the retention incentive percentage rate established for the employee by the total basic pay earned by the employee during the full service period;

(3) An installment payment is derived by multiplying the rate of basic pay the employee earns in the installment period by the percentage not to exceed the percentage established for the employee by the AMO;

(4) An installment payment may be paid after completion of specified periods of service using variable percentages for each installment; if this method is used, the organization must pay the accrued but unpaid portion of the retention incentive as part of the final payment upon completion of the service agreement;

(5) A service agreement is not required for a retention incentive paid in biweekly installments **unless** the incentive is granted under provisions in paragraph 7i(4) above or the employee received a reduced percentage for each installment made prior to the final payment.

j. For each decision to pay a retention incentive, written justification will include:

(1) The basis for determining that the unusually high or unique qualifications of the employee (or group of employees) or a special need of the activity for the employee's (or group of employees') services makes it essential to retain the employee(s);

(2) The basis for determining that the individual employee, or a significant number of a targeted group of employees, would likely leave the Federal service in the absence of the incentive; and

(3) The basis for determining the amount and timing of the payments; and the length of the required service period, if a period of service is required.

k. For each decision to pay a retention incentive for an employee (or group of employees) in a base closure or relocation situation, written justification will include that stated in paragraph 7j, as applicable, and:

(1) extent to which the employee's departure prior and during the closure or relocation period would affect the organization's ability to meet mission essential requirements (e.g., need to ensure minimal disruption of mission-critical functions; or provide essential services to the public; need for continuity in key operations; need to assist with the actual closure or relocation);

(2) Competencies possessed by the employee (or group of employees) that are essential to retain; and

(3) The agency (i.e., DON) the employee (or group of employees) would likely leave absent the incentive; the gaining agency (e.g., DON to DON or DON to DA; or DON to AF; etc.) and geographic location.

l. Authorization for a retention incentive: may not be approved prior to employment with the DOD component; employee's rating of record is at least Fully Successful or equivalent; and the employee must sign a service agreement prior to receiving any retention incentive payments (the only exception is for incentives paid in bi-weekly installments; see paragraph 7i(4)&(5) above). Failure to complete the period of service specified in the service agreement will require the employee to reimburse the DOD component for the amount of all benefits received under the existing agreement that are in excess of the amount attributable to completed service and will be processed IAW reference (j). When the AMO determines no service agreement is required, he/she must certify in writing, at least annually, the continuing need for the retention incentive payments.

m. A retention incentive service agreement or payment, thereof, may not commence during a period of employment established under any service agreement required for payment of a recruitment or relocation incentive. However, after a retention incentive service agreement or payment, thereof, has commenced, an activity may pay a relocation incentive without affecting the payment of a retention incentive.

n. Retention incentives must be terminated when employees for whom no service agreement is required move to a different position. Also, incentives must be reduced or terminated whenever payment at the level originally approved is no longer warranted. Factors to consider include:

- (1) Amount, if any, necessary to retain the employee;
- (2) Availability of qualified candidates;
- (3) Budget conditions; and
- (4) Other supporting factors.

o. For the employee(s) in a base closure or relocation situation, notwithstanding provision of Sec 575.309(g) of reference (e), acceptance of an offer to relocate negates eligibility for continued retention incentive.

p. An approved retention incentive is not part of an employee's rate of basic pay for any purpose.

8. Superior Qualifications Appointment Authority

a. By reference (i), heads of activities or HQ offices delegated appointing authority may authorize basic pay above the minimum rate required by law or regulation for appointments to any General Schedule (GS) position, including permanent and temporary positions in the competitive or excepted service when justified by a candidate's superior qualifications or special need of the agency. Unlike other incentives, a service agreement is not required. This authority may be used for:

(1) A first appointment (regardless of tenure) as a civilian employee of the Federal Government; or

(2) Reappointment following a break in service of at least 90 days from the last period of civilian employment with the Federal Government, unless the 90-day period immediately preceding the appointment was limited to one or more of the following:

(a) Employment under a time-limited or non-permanent appointment in the competitive or excepted service;

(b) Employment under an appointment as an expert or consultant (5 U.S.C. 3109 and 5 CFR 304; or

(c) Employment under a provisional appointment provided for in 5 CFR 316.403.

b. Request for SQA authority, pay rate determination, and written documentation requirements defined in paragraphs 8c and 8d below are required and must be submitted, via HRO for regulatory compliance review and recommendation(s), to the activity Commander for approval/disapproval prior to the appointee's entry on duty (EOD) date.

c. Under this appointment authority, pay may be set above the minimum rate of the grade if the candidate meets one of the following criteria:

(1) determination that a candidate has superior qualifications based on the level, type, or quality of the candidate's skills or competencies demonstrated or obtained through experience and/or education; the quality of the candidate's accomplishments compared to others in the field, or other factors that support the superior qualifications

determination; and must be relevant to the requirements of the position to be filled and be significantly higher than that needed to be minimally required for the position and/or be of a more specialized quality compared to other candidates; or

(2) determination that a candidate fills a special agency need if the type, level, or quality of skills and competencies or other qualities and experiences possessed by the candidate are relevant to the requirements of the position and are essential to accomplishing an important agency mission, goal, or program activity; also, a candidate may meet the special needs criteria by meeting agency workforce needs, as documented in the agency's strategic human capital plan.

d. One or more of the following factors, as applicable, will be used to determine the step to which the rate of basic pay will be set:

(1) Level, type, or quality of the candidate's skills or competencies;

(2) Candidate's existing salary, recent salary history, or salary documented in a competing job offer (considering the location where the salary was or would be earned and comparing the salary to payable rates of basic pay in the same location);

(3) Significant disparities between Federal and non-Federal salaries for the skills and competencies required;

(4) Existing labor market conditions and employment trends, including availability and quality of candidates for the same or similar positions;

(5) Success of recent efforts to recruit candidates for the same or similar positions;

(6) Recent turnover in the same or similar positions;

(7) importance/criticality of the position and effect on the activity if it is not filled or if there is a delay in filling the position;

(8) Desirability of the geographic location, duties, and/or work environment associated with the position;

(9) activity workforce needs as documented in the activity strategic capital plans; and/or

(10) other relevant factors.

e. Activities shall document all of the following sufficient to allow reconstruction of the action taken in each case:

(1) The superior qualifications of the candidate under paragraph 8c above that justify a higher than minimum rate;

(2) An explanation of the factor(s) and supporting documentation under paragraph 8d above that were used to justify setting pay above the minimum rate of pay and how they directly relate to the rate approved; and

(3) Reasons for authorizing a higher than minimum rate instead of, or in addition to, a recruitment incentive (paragraph 5 above).

9. Termination of Service Agreement(s):

a. AMOs may unilaterally terminate service agreements based solely on management needs (i.e., reduction-in-force or insufficient funds or when the employee is assigned to a different position not within the terms of the service agreement). In this situation, following provisions apply:

(1) For unilateral termination of a recruitment incentive service agreement, the employee is entitled to all recruitment incentive payments that are attributable to completed service and to retain any portion of payment he/she received that is attributable to uncompleted service.

(2) For unilateral termination of a relocation incentive service agreement, the employee is entitled to all relocation incentive payments attributable to completed service and to retain any portion of payment he/she received that is attributable to uncompleted service.

(3) For unilateral termination of a retention incentive service agreement, even if the conditions giving rise to the original determination to pay the incentive still exist, the employee is entitled to retain any retention incentive payments

that are attributable to completed service and to receive any portion of payment owed for completed service.

b. AMOs must terminate service agreements when an employee is demoted or separated for cause (i.e., unacceptable performance or conduct); the employee receives a rating of record of less than "Fully Satisfactory" or equivalent; or the employee fails to fulfill the terms of the agreement. In this situation (and others as further described below), following provisions apply:

(1) For termination of a recruitment incentive service agreement, the employee is entitled to retain payments previously paid that are attributable to the completed portion of the service period. If the employee received payments in excess of the amount attributable to the completed portion of the service period, he/she must repay the excess amount. In the situation when the employee is separated as a result of material false or inaccurate statements or deception or fraud in examination or appointment, or the result of failing to meet employment qualifications, the employee must repay all recruitment incentive payments received under that service agreement (waiver for repayment not applicable).

(2) For termination of a relocation incentive service agreement, the employee is entitled to retain payments previously paid that are attributable to the completed portion of the service period; if the employee received less than the amount attributable to the completed portion of the service period, the activity is not obligated to pay the amount attributable to completed service, unless the activity agreed to such payment under the terms of the service agreement; if the employee received payments in excess of the amount attributable to the completed portion of the service period, he/she must repay the excess amount.

(3) For termination of a retention incentive service agreement or termination/reduction of retention incentive payments without a service agreement:

(a) When conditions change such that the original determination to pay the incentive no longer applies i.e., the agency assigns employee to a different position that is not within the terms of the service agreement; or when payment is no longer warranted after considering such factors as:

1 Whether a retention incentive is needed to retain the employee (or group of employees); or whether a lesser amount (or none at all for incentive payments without a service agreement) would be sufficient to retain the employee (or group of employees);

2 Whether labor-market factors make it more likely to recruit candidate(s) with competencies similar to those possessed by the employee (or group of employees); or

3 Whether need for services of the employee (or group/category of employees) has been reduced to a level that makes it unnecessary to continue paying the incentive.

(b) When the retention service agreement is terminated under paragraph 9b(3)(a) above, the employee is entitled to retain any payments attributable to completed service and is paid any portion of payment owed by the activity for completed service; when retention incentive payments without a service agreement are terminated/reduced, the employee is entitled to receive any scheduled incentive payments through the end of the pay period in which the written notice is provided or until date of separation, if sooner;

(c) when the retention service agreement is terminated for cause under paragraph 9b above, the employee is entitled to retain payments previously paid that are attributable to the completed portion of the service period; if the employee received less than the amount attributable to the completed portion of the service period, the activity is not obligated to pay the employee the amount attributable to completed service, unless the activity agreed to such payment under the terms of the service agreement.

c. To determine the amount of recruitment and relocation incentives attributable to completed and uncompleted service, the full amount of the authorized incentive must be prorated across the length of the service period.

d. To determine the amount of retention incentive payments that may be owed to an employee for completed service under paragraphs 9b(3)(a) and (b) above, multiply the total rate of basic pay the employee earned during the completed portion of the service period by the retention incentive percentage rate established for the employee and subtract the amount of

incentive payments already paid to the employee; the difference is the amount owed the employee for completed service.

e. Where applicable, the activity head may waive requirement to repay the excess amount when, in the judgment of the activity head, collection of the excess amount would be against equity and good conscience and not in the best interest of the United States.

f. A written notification to the employee from the AMO is required when an employee's service agreement is terminated or when retention incentive payments without a service agreement are terminated/reduced.

g. The decision to terminate any incentive service agreement or termination/reduction of retention incentives without a service agreement cannot be grieved or appealed.

10. Action: The following procedures apply to process request(s) for incentives:

a. Activity:

(1) Requesting official shall consult with his/her activity servicing HRO Advisor to request guidance and to coordinate and ensure eligibility and documentation requirements in paragraphs 5, 6 or 7 above are met;

(2) Once process in paragraph 10a(1) is completed, requesting official shall generate a memo, via HRO, to the AMO for approval/disapproval of the incentive with required applicable written documentation (refer to Exhibits);

(3) Upon notification of AMO written approval, requesting official shall ensure RPA is generated, to include the approved amount and forward to HRO with required documentation for continued action (also, furnish copy of AMO approval to activity Comptroller);

(4) For AMO approved advance recruitment incentive (defined in paragraph 5f above) request(s), generate a RPA reflecting the prospective appointee's name, social security number, mailing address, amount of incentive, firm entry on duty (EOD) date, and the financial institution, address, and account number where monies will be sent (optional) in the notepad and attach documentation for processing;

(5) Track employee compliance with service agreements/paid incentives, including employee separations, transfers, assignments to other positions (see paragraph 9 above), and, when deemed appropriate and necessary by the activity head (see paragraph 9e above), initiate process for reimbursement in accordance with reference (j) or document waiver for repayment.

b. AMO shall review incentive packet and approve/disapprove the request for the incentive accordingly, and forward to HRO, via the requesting official, for continued action in accordance with paragraph 10a(3) above.

c. CNRHI HRO Advisor/Assistant shall:

(1) Upon contact from a requesting official, review, determine and confirm that proposed incentive request packet meets regulatory and documentation requirements in paragraph 5, 6 or 7 above;

(2) Upon receipt of an approved incentive packet and the RPA (see paragraph 10a(3) above), ensure all required information and documents are attached and forward to HRSC for final processing;

(3) For an approved advance recruitment incentive request, send a firm commitment EOD date memo and the Recruitment Incentive Service Agreement to the selectee with instructions to read, acknowledge, and accept conditions by signing the commitment memo and service agreement and returning to CNRHI HRO for continuing action:

(a) Upon receipt of the signed documents from the selectee, send a copy of the written approval and related documents, including information required in paragraph 5 above, to the activity Customer Service Representative with a cover memo requesting documents be faxed to their Defense Finance and Accounting Service Office to pay the advance recruitment incentive (NOTE: HRSC does not process advance recruitment incentive actions.);

(b) Upon EOD of the employee paid an advance recruitment incentive, ensure the activity submits a RPA to include the following remarks in the RPA notepad: "ADVANCE RECRUITMENT INCENTIVE PAID ON (date); required supporting

documentation forwarded to HRSC on (date)" and transmit with the written approval and related documents to HRSC;

(4) Assist activity officials in determining whether mandated criteria of references (a) through (i) are met;

(5) Establish/maintain an individual activity record of approved AMO incentives and related information and, upon request, be available for review and submission to higher headquarters and/or OPM.

11. Accountability

a. Heads of DOD components shall ensure appropriate and effective use of above authorities to support mission requirements and conformance to merit system principles.

b. AMOs shall:

(1) Determine which positions require payment of incentives and establish terms of the service agreements;

(2) Annually review retention incentives, adjust payment amounts as warranted by conditions that have changed since the incentive was authorized, and record the results in writing;

(3) When applicable, initiate a request for an OPM waiver to the 25 percent limitation when the DOD activity determines the competencies required for the position are critical to the successful completion of an important mission;

(4) Terminate service agreements consistent with this instruction; and

(5) Maintain accurate records of written determinations.

EXHIBIT I

DON STUDENT LOAN REPAYMENT PROGRAM APPLICATION

SECTION 1: (To be Completed by Applicant)			
a). EMPLOYEE NAME		b). POSITION, TITLE, GRADE	
d). Social Security Number		e). TELEPHONE	
g). UNPAID BALANCE OF LOAN(S) (Approx.)		h). AMOUNT REQUESTED TO BE REPAYED BY AGENCY	
j). NAME OF LOANHOLDER (LENDER):		k). ADDRESS	
i). TELEPHONE		l). LOAN ACCOUNT NUMBER	
I authorize the release of my financial data by lender/holder to complete the entries in SECTION 2. (A copy of this form should be deemed as the original for authorization purposes.)		m). SIGNATURE	
		DATE	
SECTION 2:			
LOAN STATUS CONFIRMATION Loan holder: Please verify the information below and provide correct information, where missing. Please return form to:			
(1). STATUS: <input type="checkbox"/> IN DEFAULT <input type="checkbox"/> PAYMENTS BEING MADE <input type="checkbox"/> DEFERRED	(2). TYPE OF LOAN: <input type="checkbox"/> HEA OF 1965 <input type="checkbox"/> PUBLIC HEALTH SERVICES ACT	(3). OUTSTANDING BALANCE	(4). DATA SHOWS CONSOLIDATION (when multiple loans are involved) <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____
INSTITUTION WHERE PAYMENT IS TO BE SENT			
(5). NAME		ADDRESS	
TELEPHONE		(6). Routing Number	(7). Account Number
(8). ADDITIONAL INFORMATION			
CERTIFICATION: As an official of the holding institution, I verify that the information in SECTION 2 is correct and current. Copy of the promissory note(s) is/are enclosed.			
(9). NAME AND TITLE		SIGNATURE AND DATE	
SECTION 3: TO BE COMPLETED BY HUMAN RESOURCES OFFICE—O.K. for Processing			
Effective Date	Annual Amount	Number of Years	Total Repayment Amount
PERSONNEL OFFICER OR DESIGNEE		DATE	SIGNATURE

Privacy Act Statement: The collection of this information is authorized by 5 U.S.C. 5379 in order to facilitate the repayment of student loans, where authorized. Providing this information is voluntary, but choosing not to provide the requested information will preclude the payments by the Department of the Navy

EXHIBIT II

STUDENT LOAN REPAYMENT SERVICE AGREEMENT

Title 5 USC 5379 allows repayment of outstanding federally insured student loans made by educational institutions or banks and other private lenders as authorized by the Higher Education Act of 1965 and the Public Health Service Act. Student loan repayments are made directly to the lender subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

CONDITIONS OF EMPLOYMENT

The Department of the Navy agrees to provide a student loan repayment benefit to:

EMPLOYEE	SOCIAL SECURITY NUMBER	POSITION

Subject to the conditions of employment stated in this document.

(STATE CONDITIONS OF EMPLOYMENT SPECIFIC TO EACH AGREEMENT AS DESCRIBED IN 5 CFR 537.107(A) HERE OR ATTACH AS SEPARATE PAGE).

CONDITIONS OF LOAN REPAYMENT

I agree to complete ____ Years (MINIMUM OF THREE YEARS) Service. My period of service begins on the date DFAS makes the first payment to the holder of my loan. In return, the Department of the Navy will make payments on my outstanding federally insured loan to:
(LENDERS NAME AND ADDRESS)

REPAYMENT AMOUNT	YEARS	TOTAL
------------------	-------	-------

Increases or renewals made under this part not to exceed ~~\$10,000~~ ^{\$10,000} each calendar year up to a lifetime total of ~~\$40,000~~ (may/may not) be made without requiring a new period of service. If increases or renewals are made, Defense Finance and Accounting Service (DFAS) will be provided a new, revised copy of this service agreement reflecting the amendments.

~~\$10,000~~
\$60,000

LOAN REPAYMENT PROCEDURES

DFAS will make payments to the lender on a bi-weekly basis. It will determine the amount to be paid by dividing the annual repayment amount by the number of pay periods in the year for which payments are made. This usually will be 26 payments per year, except for years having 27 pay periods. In those cases, 27 bi-weekly payments will be made. The loan repayment amount will be considered as taxable wages and tax withholding will be made on a bi-weekly basis as appropriate. The Department of Defense (DoD) is not responsible for any late fees or penalties assessed by the loan holder(s) prior to, during, or subsequent to this agreement.

LOSS OF ELIGIBILITY FOR LOAN REPAYMENT BENEFIT

I understand I will no longer be eligible for the loan repayment incentive if I voluntarily end my employment with the Department of the Navy, am separated for reasons of misconduct or performance, fail to maintain an acceptable level of performance (as defined by each DoD Component), or in any way violate the terms of this agreement.

REIMBURSEMENT OF LOAN REPAYMENT BENEFIT

If I am separated from DoD for reasons of misconduct or performance, or if I leave DoD voluntarily before I complete the period of service specified in this agreement, I will reimburse DoD for the entire amount of all loan repayments considered as taxable wages that DoD has made in my behalf.

EMPLOYEE SIGNATURE

DATE

I CERTIFY THAT I HAVE DISCUSSED THE CONDITIONS OF THE STUDENT LOAN REPAYMENT PROGRAM WITH THE EMPLOYEE.

HRO REPRESENTATIVE SIGNATURE

DATE

"THIS INFORMATION IS SUBJECT TO THE PRIVACY ACT OF 1974, AS AMENDED."

EXHIBIT III

(Sample Request for HRO Review)

(COMMAND LETTERHEAD)

SSIC

Ser

Date

From: Requesting Official, (Activity)
To: (Activity Authorizing Management Official)
Via: Human Resources Office, CNR Hawaii, ATTN: N131

Subj: REQUEST FOR (RECRUITMENT, RELOCATION OR RETENTION)
INCENTIVE FOR (NAME OF SELECTEE/EMPLOYEE)

Ref: (a) USD Memo of 21 Sep 2006, Subj: Implementation of
Recruitment, Relocation and Retention Incentives/
USD Memo of 5 Feb 2008, Subj: Implementation of
Enhanced Retention Incentive Authority
(b) COMNAVREGHIINST 12000.1D, Section 217

Encl: (1) (Recruitment, Relocation or Retention) Incentive
Justification (Exhibits IV, VI, or VIII)
(2) Recruitment, Relocation or Retention Incentive
Service Agreement (Exhibit V, VII, or IX)

1. (Name of selectee/employee) has been selected for the
position of __(title, series, grade or band)__ in (code).
Mr./Ms. _____ has been selected for a position that is
likely to be difficult to fill in the absence of a (Recruitment
or Relocation) Incentive. Therefore, in accordance with
references (a) and (b), Enclosures (1) and (2) are submitted for
review and consideration to approve recommended incentive for
(Mr./Ms. _____). If approved, payment will be made in
accordance with, and upon execution, of the Service Agreement.

OR(for Retention Incentive)

1. In accordance with references (a) and (b), Enclosure(s) (1)
and (2) (service agreement not applicable to bi-weekly
installments pay plan) are submitted for review and
consideration to approve a Retention Incentive to retain

(Mr./Ms. _____) in the position of (title, series, grade or band) in (code) as the employee will likely leave the Federal service absent the incentive. Enclosure (1) provides reasons and attributes that make it essential to retain the employee in this position to support command mission requirements. Enclosure (2) (only for other than bi-weekly installment pay plan option) reflect service agreement requirements. If approved, payment will be made in accordance with, and upon execution of, the Service Agreement, if applicable.

2. If you have any questions or require additional information, please contact (name of requesting official and phone #).

(Requesting Official/Originator)

COMNAVREGHIINST 12000.1D CH-10
14 Jul 09

(SAMPLE)

SSIC
Ser N131/
Date

FIRST ENDORSEMENT on (info from originator)

From: Director, Human Resources Office, CNR Hawaii
To: (Activity AMO)

Subj: REQUEST FOR (RECRUITMENT, RELOCATION OR RETENTION)
INCENTIVE FOR (NAME OF SELECTEE/EMPLOYEE)

1. Enclosures (1) and (2) (enclosure 2 not applicable to bi-weekly installments pay plan for retention incentive only) of basic letter has been reviewed and hereby certified that requirements of reference (b) have been met. Consequently, recommend approval at second endorsement below to grant requested incentive for (name of selectee/employee).

OR

(prepare/return via second endorsement to requesting official notification that review resulted in determination that requirements have not been met)

2. If you have any questions or concerns, please contact (servicing HRO Advisor) of my staff at (phone number).

NADINE E. BAYNE
By direction

COMNAVREGHIINST 12000.1D CH-10
14 Jul 09

(SAMPLE)

SSIC
Ser
Date

SECOND ENDORSEMENT on (info from originator)

From: (Activity AMO)

To: Director, Human Resources Office, ATTN: N131, CNR
Hawaii

1. Request is: APPROVED: _____, in the amount of \$ _____
DISAPPROVED: _____ Comments (if any):

(AMO Signature Block)

Copy to:
Comptroller, Code _____
(Activity Requesting Official)

EXHIBIT IV

JUSTIFICATION FOR RECRUITMENT INCENTIVE

Following is written justification to grant a recruitment incentive to [redacted] (name of selectee) for appointment into the position of [redacted] (position title, series, grade; command/location, code). This is a critical position that would be difficult to fill in the absence of an incentive and must be filled with a highly qualified candidate.

JUSTIFICATION: [redacted] (Consider that stated in paragraph 5d above then provide written justification that **must** include all items listed in paragraph 5d(2).)

If approved, [redacted] (selectee's name) shall be required to sign attached service agreement.

Requesting Supervisor's Signature/Date

EXHIBIT V

RECRUITMENT INCENTIVE SERVICE AGREEMENT

I, (selectee's name) , have accepted appointment into the position of (title, series, grade) with (activity, code, location) . I have read, fully understand, and accept the following conditions of this Service Agreement for a Recruitment Incentive of (percentage) of my annual basic pay rate of \$ and fully understand that this incentive is not part of my rate of basic pay for any purpose.

a. Period of service (in months/years, agreed to by the employee): ; Total amount authorized: \$.

b. Actual beginning service date: ; actual ending service date: (Service period must begin on the 1st day of an employee's service with the organization and end on the last day of a pay period. Two exceptions are: if the employee begins work on other than the 1st day of the pay period, the service period will begin on the 1st day of the next pay period; **or** if the employee is required to complete a probationary period or an initial period of formal training, the employee's service period may be delayed until the beginning of the pay period following completion of the probationary or training period. Since the AMO must approve the recruitment incentive before the employee enters on duty, the agreement also must specify that there is no obligation to pay any portion of the incentive if the employee does not successfully complete the probationary period or the training.)

c. Payment will be paid: (select an option from paragraph 5e above; and if paid in installments, the date and amount of each installment payment)

d. The AMO shall terminate this agreement if I am demoted or separated for cause or receive a rating of record of less than "Fully Successful" or equivalent.

e. (Statement of the terms or conditions that will result in the AMO's decision to unilaterally terminate the service agreement, i.e., reduction in force or insufficient funds.)

f. (Statement on the extent to which periods of time on detail, in a nonpay status, or in a paid leave status is creditable towards completion of the service period.)

g. (Statement on consequence of voluntary and management decisions to terminate the service agreement, e.g., conditions under which the employee must repay any unearned portion of the incentive he/she may already have received.)

h. The decision to terminate this service agreement may not be grieved or appealed.

Selectee Signature/Date

Copy to:

HRO Case File

Appointee/Employee Name

EXHIBIT VI

JUSTIFICATION FOR RELOCATION INCENTIVE

Following is written justification to authorize [redacted] (name of employee) a Relocation Incentive to accept the position of [redacted] (title, series, grade), with [redacted] (activity/location). This position is considered a critical position that is likely to be difficult to fill in the absence of an incentive. It is further certified that [redacted] (employee name) is geographically relocating more than 49 miles from [redacted] (his/her) current worksite, without a break in service, to accept this position and [redacted] (his/her) current performance rating of record is at least "Fully Successful."

JUSTIFICATION: (Consider that specified in paragraph 6e above then provide written justification required thereof and include affirmation that the employee established residence in the new geographic area or that the 50 mile requirement was waived.)

If approved, [redacted] (employee's name) shall be required to sign attached service agreement.

Requesting Supervisor's Signature/Date

EXHIBIT VII

RELOCATION INCENTIVE SERVICE AGREEMENT

I, (selectee's name), have accepted the position of (title, series, grade) with (activity, code, location) requiring a geographical move of more than 49 miles from my current worksite. I have read, fully understand, and accept the following conditions of this Service Agreement for a Relocation Incentive of (percentage) of my annual basic pay rate of \$ and fully understand this incentive is not part of my rate of basic pay for any purpose.

a. Period of service (in months/years, agreed to by the employee): ; Total amount authorized: \$

b. Actual beginning service date: ; actual ending service date: (Service period must begin on the 1st day of an employee's service at the new duty station and end on the last day of a pay period. Two exceptions are: if the employee begins work at the new duty station on other than the 1st day of the pay period, the service period will begin on the 1st day of the next pay period; or if the employee is required to complete an initial period of formal training, the employee's service period may be delayed until the beginning of the pay period following completion of the training period. Since the AMO must approve the relocation incentive before the employee enters on duty at the new duty station, the agreement must specify that there is no obligation to pay any portion of the incentive if the employee does not successfully complete the training.)

c. Payment will be paid: (select an option from paragraph 6g above; and if paid in installments, the date and amount of each installment payment)

d. The AMO shall terminate this agreement if I am demoted or separated for cause or receive a rating of record of less than "Fully Successful" or equivalent.

e. (Statement of the terms or conditions that may result in the AMO's decision to unilaterally terminate the service agreement, i.e., reduction in force or insufficient funds or reassignment to a difference type of position.)

f. (Statement on the extent to which periods of time on detail, in a nonpay status, or in a paid leave status are creditable towards completion of the service period.)

g. (Statement on consequence of voluntary and management decisions to terminate the service agreement, e.g., conditions under which the employee must repay any unearned portion of the incentive he/she may already have received.)

h. The decision to terminate this service agreement may not be grieved or appealed.

Employee Signature/Date

Copy to:
HRO Case File
Employee's Name

EXHIBIT VIII

JUSTIFICATION FOR RETENTION INCENTIVE
(For employees planning to leave Federal service.)

Following is written justification to authorize [redacted] (name of employee) [redacted] a Retention Incentive to remain in the position of [redacted] (title, series, grade) [redacted] with [redacted] (activity and location) [redacted]. Absent a Retention Incentive the employee would likely leave the Federal service (e.g., employee receives an offer of employment from a private firm offering higher salaries/benefits).

JUSTIFICATION: [redacted] (Consider criteria stated in paragraph 7h above, then provide written justification to include documentation of all items listed in paragraph 7j.)

If approved, [redacted] (employee's name) shall be required to sign a service agreement for [redacted] (length of service period) [redacted] and paid [redacted] (payment option, paragraph 7i above) [redacted]. [redacted] (This statement not required for payment option at paragraph 7i(5) above.)

Requesting Supervisor's Signature/Date

EXHIBIT VIII

JUSTIFICATION FOR RETENTION INCENTIVE

(For employees subject to base closure or relocation planning to leave for another position within the Federal service.)

Following is written justification to authorize (name of employee) a Retention Incentive to remain in the position of (title, series, grade) with (activity and location) that is scheduled for (closure or relocation). Absent a Retention Incentive, the employee would likely leave (his/her) current position to accept another position within the Federal (including a position in the same DOD component) service.

JUSTIFICATION: (Consider provisions of paragraph 7a(2) above then provide written documentation for criteria listed in paragraph 5d(1) and (2) above (as for recruitment incentive) and the following: extent to which employee's departure to a different position in the Federal service would affect the organization's ability to carry out an activity, perform a function, or complete a project deemed essential to mission requirements prior and during the closure or relocation period; e.g., need to ensure minimal disruption of mission-critical functions or provide an essential service to the public, need for continuity in key operations, or need to assist with the actual closure or relocation; the competencies possessed by the employees that are essential to retain; and document losing agency and gaining agency and its geographic location, including between and within DOD components.)

If approved, (employee's name) shall be required to sign attached service agreement for (length of service period) and paid (payment option, paragraph 7i above).

Requesting Supervisor's Signature/Date

EXHIBIT IX

RETENTION INCENTIVE SERVICE AGREEMENT
(For employees planning to leave Federal service.)

I, (employee's name), am accepting a Retention Incentive to remain in the position of (title, series, grade) with (activity, code, location). Consequently, I have read, understand, and accept the following conditions of this Service Agreement and also fully understand that this incentive is not part of my rate of basic pay for any purposes.

a. Period of service (in months/years agreed to by the employee):

b. Actual beginning date: ; actual ending service date: (The service period must begin on the 1st day of a pay period and end on the last day of a pay period.)

c. (Retention Incentive percentage rate, method of payment, and, if paid in installments, the method of installment payments (i.e., equal percentage rates or reduced percentage rates per installment with a final lump-sum payment of the accrued but unpaid amount of the incentive. Refer to paragraph 7i above.)

d. The AMO shall terminate this agreement if I am demoted or separated for cause or receive a rating of record of less than "Fully Successful" or equivalent.

e. (Statement of the terms or conditions that may result in the AMO's decision to unilaterally terminate the service agreement, i.e., reduction in force, insufficient funds, reassignment to a different type of position.)

f. (Statement on the extent to which periods of time on detail, in a nonpay status, or in a paid leave status are creditable towards completion of the service period.)

g. (Statement on consequence of both voluntary and management decision to terminate the service agreement, e.g., conditions under which the employee must repay any unearned portion of the incentive he/she may already have received.)

COMNAVREGHIINST 12000.1D CH-10
14 Jul 09

h. The decision to terminate this service agreement may not be grieved or appealed.

Employee Signature/Date

Copy to:
HRO Case File
Employee Name

EXHIBIT IX

RETENTION INCENTIVE SERVICE AGREEMENT

(For employees subject to closure or relocation planning to leave for another position within the Federal service.)

I, (employee's name), am accepting an offer for a Retention Incentive to remain in the position of (title, series, grade) with (activity, code, location). Consequently, I have read, understand, and accept the following conditions of this Service Agreement and also fully understand that this incentive is not part of my rate of basic pay for any purposes.

a. Period of service (in months/years agreed to by the employee):

b. Actual beginning date: ; actual ending service date: (The service period must begin on the 1st day of a pay period and end on the last day of a pay period.)

c. (Retention Incentive percentage rate, method of payment, and, if paid in installments, the method of installment payments i.e., equal percentage rates or reduced percentage rates per installment with a final lump-sum payment of the accrued but unpaid amount of the incentive. Refer to paragraph 7i above.)

d. The AMO shall terminate this agreement if: I am demoted or separated for cause or receive a rating of record of less than "Fully Successful" or equivalent, or if closure or relocation is cancelled and I move to a position not affected by the closure or relocation, or I accept an offer to relocate with my organization, or I move to a position within the organization that is not covered by this service agreement.

e. (Statement of the terms or conditions that may result in the AMO's decision to unilaterally terminate the service agreement, i.e., reduction in force, insufficient funds, reassignment to a different type of position.)

f. (Statement on the extent to which periods of time on detail, in a nonpay status, or in a paid leave status are creditable towards completion of the service period.)

g. (Statement on consequence of both voluntary and management decision to terminate the service agreement, e.g., conditions under which the employee must repay any unearned portion of the incentive he/she may already have received and the conditions under which management must pay any earned portion of the incentive not yet disbursed.)

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14 Jul 09

h. The decision to terminate this service agreement may not be grieved or appealed.

Employee Signature/Date

Copy to:
HRO Case File
Employee Name

EXHIBIT X

(Sample SQA Request for HRO Review/Command Official Approval)

(COMMAND LETTERHEAD)

SSIC
Ser
Date

From: Selecting Official
To: Approving Official Name/Code (at least one level
Higher than prospective employee's supervisor)
Via: Human Resources Office, CNR Hawaii, ATTN: (Servicing
Advisor Name) Code N131

Subj: REQUEST FOR SUPERIOR QUALIFICATIONS APPOINTMENT
AUTHORITY

Ref: (a) COMNAVREGHIINST 12000.1D, Section 217

Encl: (1) Justification for Superior Qualifications
Appointment Authority

1. (Name of Selectee) has been selected for the position of (title, series, grade) in (code). IAW reference (a), request approval to appoint (name of selectee) at a rate of pay above the minimum required by law in the amount of (state appropriate step/amount). Enclosure (1) provides required written determination and documentation for review and consideration.

2. If you have any questions or desire further information, please contact me at (phone number).

(Requesting Official Signature)

(SAMPLE)

SSIC
Ser N131/
Date

FIRST ENDORSEMENT on (info from originator)

From: Director, Human Resources Office, CNR Hawaii
To: Approving Official Name/Code (at least one level higher
than prospective employee's supervisor)
Subj: REQUEST FOR SUPERIOR QUALIFICATIONS APPOINTMENT
AUTHORITY

1. Enclosure (1) of basic letter has been reviewed and hereby certified that requirements of reference (a) has been met. Consequently, recommend approval at second endorsement below to grant subject appointment of (selectee's name) at the pay rate stated above.

OR

(prepare/return via second endorsement to selecting official with notification that review resulted in determination that requirements have not been met)

2. If you have any questions or concerns, please contact (servicing advisor name) of my staff at (phone number).

NADINE BAYNE
By direction

COMNAVREGHIINST 12000.1D CH-10
14 Jul 09

(SAMPLE)

SSIC
Ser
Date

SECOND ENDORSEMENT on (info from originator)

From: Approving Official Name/Code (at least one level higher
than prospective employee's supervisor)

To: Director, Human Resources Office, ATTN: N131, CNR
Hawaii

1. Above request is: APPROVED: DISAPPROVED:
Comments (if any):

(Appropriate Signature Block)

Copy to:
Comptroller, Code
Requesting Official, Code

EXHIBIT XI

JUSTIFICATION FOR SUPERIOR QUALIFICATIONS
APPOINTMENT AUTHORITY

Following provides written determination and documentation to request for Superior Qualifications Appointment Authority to employ (name of selectee) to the position of position title, series, grade, activity designation and code at a rate of basic pay **above** the minimum rate required by law or regulation.

JUSTIFICATION: (Refer to paragraph 8c above in determining use of SQA and paragraph 8d for pay rate determination; then provide written documentation for criteria in paragraph 8e and why consideration of a recruitment incentive was insufficient.)

Requesting Official Signature/Date